



**Directorate of State Transport,
Government of Haryana**

**Development of Bus Terminal on Design, Finance, Build, Operate
and Transfer (DFBOT) Basis at Ballabgarh**

Request for Proposal Document

September, 2023

Directorate of State Transport, Government of Haryana (DST)
30 Bays Building, 2nd Floor, Sector 17C, Chandigarh 160017

Directorate of State Transport, Government of Haryana (DST)**Notice Inviting Tender**

DST/Bus Terminal/Haryana/Ballabgarh/2023

Dated

RFP for “Development of Bus Terminal at Ballabgarh, Haryana on DFBOT Basis”.

As part of this endeavour to provide improved facilities to passengers, DST has decided to undertake **“Development of Bus Terminal at Ballabgarh, Haryana on DFBOT Mode”**.

DST invites bids from eligible bidders in the form of proposal in accordance with Request for Proposal Document, in order to identify suitable entity (the “Concessionaire”) through an open, transparent and competitive bidding process for the Project. DST intends to follow a single stage two part bidding process for selection of the Concessionaire for the Project.

Location	Name of work	Estimated Project Cost
Ballabgarh	Development of Bus Terminal at Ballabgarh, Haryana on DFBOT Basis	Rs. 350 Cr

The RFP document can be viewed/ downloaded from official website of DST <https://hartrans.gov.in/> and <https://etenders.hry.nic.in/> from _____. Proposal must be submitted online only at <https://etenders.hry.nic.in/> from _____ to _____ (upto 1100 Hrs IST). Proposals received online shall be opened on _____ (at 1130 Hrs IST).

Proposal through any other mode shall not be entertained. However, Bid Security, document fee, Power of Attorney and Joint Bidding Agreement etc. shall be submitted physically by the Bidder on or before Proposal Due Date. Please note that the DST reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever.

Officer In-charge
Director General, DST
30 Bays Building,
2nd Floor, Sector 17C,
Chandigarh

160017

Disclaimer

The information contained in this Request for Proposal (“RFP”) Document, or subsequently provided, whether verbally or in documentary or in any other form, by or on behalf of Directorate of State Transport, Government of Haryana (“DST” or “Authority”), or any of their employees or advisors, on the terms and conditions set out in this RFP Document and such other terms and conditions as Authority may prescribe in this behalf, has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a proposal.

This RFP Document is not an agreement and is not an offer or invitation by DST, to any other party. As mentioned above, the purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for DST, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

DST, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise including the accuracy, reliability or completeness of the RFP Document or any assessment, assumption, statement or information contained therein or deemed to form part of the RFP Document or arising in any way at this stage of the Bidding Process.

The designs, drawings, technical data and any other information if provided in this RFP Document is only indicative and DST, their employees and advisors have not made, will not make and will not be deemed to have made any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP Document.

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Development Bus Terminal at Ballabgarh, Haryana on DFBOT Basis in relation to which it is being issued.

The information and statements made in this RFP Document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements and information contained in this RFP Document is accordingly expressly disclaimed.

This RFP Document has not been filed or registered in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.

Information provided in this RFP Document to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DST, their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

DST, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. Any change to the RFP Document will be notified to all those who have purchased the RFP Document and to those who have downloaded the RFP Document from the website and have duly intimated this fact to DST, giving their particulars including address for communication by fax/post (Registered Bidder). No part of this RFP Document and no part of any subsequent correspondence by DST, their employees and advisors shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having DST to enter into and approve such agreements. DST, reserves the right to reject all or any of the Proposal submitted in response to this RFP Document at any stage without assigning any reasons whatsoever and the issue of this RFP Document does not imply that DST is bound to select a Bidder or to appoint a Concessionaire.

All Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by the Bidder thereafter. All such costs and expenses will remain solely with the Bidder. DST, their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of its Proposal, regardless of the conduct or outcome of the Bidding Process. DST, may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against DST, their employees and advisors.

Table of Contents

Part I	Request for Proposal	
Part II	Draft Concession Agreement	
GLOSSARY		7
1.	INTRODUCTION	9
1.1.	Background	9
1.2.	Brief Description of Bidding Process	10
1.3.	Schedule of Bidding Process	12
2.	INSTRUCTIONS TO BIDDERS	13
2.1.	General terms of Bidding	13
2.2.	Eligibility and Qualification Requirements of Bidders	18
2.3.	Proprietary Data	23
2.4.	Cost of Bidding	23
2.5.	Site Visit and Verification of Information	23
2.6.	Verification and Disqualification	24
2.7.	Content of the RFP Document	25
2.8.	Clarifications	26
2.9.	Amendment of RFP Document	26
2.10.	Format and Signing of Proposal	27
2.11.	Documents comprising Technical and Price Proposal	27
2.12.	Proposal Due Date	29
2.13.	Late Proposals	29
2.14.	Procedure for e-tendering	29
2.15.	Online Opening of Proposals	31
2.16.	Rejection of Proposals	31
2.17.	Validity of Proposal	31
2.18.	Confidentiality	32
2.19.	Correspondence with the Bidder	32
2.20.	Consultant(s) or Advisor(s)	32
2.21.	Bid Security	32
3.	CRITERIA & METHODOLOGY FOR QUALIFICATION & EVALUATION	35
3.1.	Opening and Evaluation of Proposals	35
3.2.	Test of Responsiveness	35
3.3.	Evaluation Parameters	36
3.4.	Technical Capacity for purposes of evaluation	36

3.5. Details of Experience	36
3.6. Financial information for purposes of evaluation	37
3.7. Evaluation of Project Design Capability	37
3.8. Opening and Evaluation of Price Proposals	38
3.9. Selection of Bidder	38
3.10. Project Development Fees	39
3.11. Letter of Acceptance	40
3.12. Contacts during Bid Evaluation	40
3.13. Correspondence with Bidder	40
4. FRAUD AND CORRUPT PRACTICES	42
5. PRE-BID CONFERENCE	44
6. MISCELLANEOUS	45
APPENDIX 1: SCHEDULE OF BIDDING PROCESS	46
APPENDIX 2: FORMAT FOR COVERING LETTER CUM PROJECT UNDERTAKING	47
APPENDIX 3: FORMAT OF PRICE PROPOSAL	51
APPENDIX 4: FORMAT FOR DETAILS OF BIDDER	53
APPENDIX 5: FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER	55
APPENDIX 6: FORMAT FOR FINANCIAL CAPACITY OF THE BIDDER	56
APPENDIX 7: FORMAT FOR DETAILS OF PROJECTS EXPERIENCE	58
APPENDIX 8: FORMAT FOR STATEMENT OF LEGAL CAPACITY	60
APPENDIX 9: FORMAT OF POWER OF ATTORNEY FOR SIGNING OF PROPOSAL	61
APPENDIX 10: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM	63
APPENDIX 11: FORMAT FOR JOINT BIDDING AGREEMENT	65
APPENDIX 12: FORM OF BANKERS' CERTIFICATE FROM A COMMERCIAL BANK	71
APPENDIX 13: FORMAT OF NON-COLLUSION CERTIFICATE	72
APPENDIX 14: FORMAT OF FACILITIES COMPLIANCE STATEMENT	73
APPENDIX 15: FORMAT OF LOA	76
APPENDIX 16: GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT	78
APPENDIX 17: PARAMETERS FOR THE PRESENTATION ON THE DESIGN OF BUS TERMINAL	80

GLOSSARY

Associate	As defined in Clause 2.1.16
Authority	As defined in Disclaimer
Bidding Process	As defined in Clause 1.2.1
DFBOT	As defined in Clause 1.1.1
Concession	As defined in Clause 1.1.4
Concessionaire	As defined in Clause 1.1.3
Concession Agreement	As defined in Clause 1.1.3
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Damages	As defined in Clause 2.2.1(c)
Evaluation Criteria	As defined in Clause 1.2.2
Financial Capacity	As defined in Clause 2.2.2(B)(i)
Price Proposal Phase	As defined in Clause 1.2.2 (d)
Joint Bidding Agreement	As defined in Clause 2.1.13 (g)
Lead Member	As defined in Clause 2.1.13 (c)
LOA	As defined in Clause 3.11
Member	Member of a Consortium
Preferred Bidder	As defined in Clause 3.9.4
Project	As defined in Clause 1.1.1
Project Capital Outlay	As defined in Appendix 14
Proposal Due Date	As defined in Clause 1.2.1
Re. or Rs. or INR `	Indian Rupee
RFP or Request for Proposal	As defined in Disclaimer
SPC	As defined in Clause 2.1.13
Successful Bidder	As defined in Clause 1.1.2
Technical Capacity	As defined in Clause 2.2.2(A)
Qualified Bidders	As defined in Clause 1.2.2 (c)
Annual Concession Fee	As defined in Clause 3.9 & Appendix 3 – Format of Price Proposal

The words and expressions beginning with capital letter and defined in this document shall, unless repugnant to context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letter and not defined herein, but defined in the Concession Agreement, shall unless repugnant to context, have the meaning ascribed thereto herein.

Section 1: Instructions to Bidders

1. INTRODUCTION

1.1. Background

- 1.1.1. Directorate of State Transport, Government of Haryana (the “DST” or “Authority”) has decided to undertake development of bus terminal at Ballabgarh, Haryana (the “Project”) through Design, Finance, Build, Operate and Transfer (“DFBOT”) basis.
- 1.1.2. It is envisaged that the Concessionaire selected through this RFP process (“Successful Bidder”) will develop Bus Terminal Facility and Commercial Facility on DFBOT basis with the Concession Period of 33 (Thirty-three) years commencing from the date of execution of the Concession Agreement.
- 1.1.3. The Successful Bidder shall incorporate a company under the Companies Act, 2013 prior to execution of the concession agreement (the “Concessionaire”), who shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the concession agreement (the “Concession Agreement”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.4. The draft Concession Agreement sets out the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “Concession”) for the development of the Project.
- 1.1.5. The estimated cost of the Project (the “Estimated Project Cost”) is Rs. 350 Cr (Rupees Three hundred fifty Crores only). The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.6. The statements and explanations contained in this Request for Proposal (“RFP”) Document are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the draft Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.7. The Authority shall receive Proposals pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), and all Proposals shall be prepared and submitted in accordance with such terms on or before the Proposal due date specified in Clause 1.3 for submission of Proposals (the "Proposal Due Date").

1.2. Brief Description of Bidding Process

- 1.2.1. Authority intends to follow a single stage two envelop bidding process (the "Bidding Process") for selection of Concessionaire for the Project. Prior to or along with the Proposal, the Bidder shall pay to the Authority a non-refundable sum of Rs.25,000/- (Rupees Twenty five thousand only) plus applicable GST (@ 18%) as the cost of bid document. The cost of bid document may be furnished in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favour of the "Director, State Transport (DST), Chandigarh" payable at Chandigarh OR pay online through RTGS/NEFT/Other online mode to the DST's account given below. The Demand Draft in original or copy of payment receipt (RTGS/NEFT/Other online mode) must be furnished in a separate envelop while submitting the proposal alongwith soft copy.

SN	Particulars	Details
1.	Name of Beneficiary	Director, State Transport (DST), Chandigarh
2.	Beneficiary Bank Account No.	
3.	Beneficiary Bank Branch Name and Address	
4.	Beneficiary Bank Branch IFSC	

- 1.2.2. As a part the Bidding Process, the business entities and interested parties (the "Bidders") will be required to submit (i) Qualification Proposal, and (ii) Price Proposal as part of their proposal package. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium). The Proposal shall be valid for a period of 180 days from the date specified in Clause 1.3 for submission of Proposals (the "Proposal Due Date").
- 1.2.3. GOI has issued guidelines (see Appendix 17) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to Proposal, and should give an undertaking to this effect in the form at Appendix 2.

- 1.2.4. RFP Document follows a four stepped approach comprising:

- (a) **Test of responsiveness:** This involve a test of responsiveness of the key submissions. Those Proposals found to be substantially responsive would be evaluated in the Qualification Phase.
- (b) **Qualification Phase:** Shortlisting of Bidders based on eligibility criteria
- (c) **Project Design Capability Phase:** Shortlisting of Bidders based on presentation on the design capability of the project (the “Qualified Bidders”)
- (d) **Price Proposal Phase:** Evaluation of Price Proposals received from Qualified Bidders (the “Successful Bidder”)

In the Qualification Phase, Proposals of only the responsive Bidders will be evaluated for the technical capability, financial capability and other such compliances in accordance with the evaluation criteria set out in this RFP Document (hereinafter referred to as the “Evaluation Criteria”).

In the Project Design Capability Phase, Proposals of only the Bidders who meet the technical capability, financial capability and other such compliances in accordance with the RFP Document would be evaluated. At the end of this Phase, Authority intends to prepare and release a list of Qualified Bidders.

Price Proposal of only Qualified Bidders shall be opened. The Price Proposals of those Bidders who do not qualify as Qualified Bidders shall be returned unopened.

- 1.2.5. The Bidding Documents include the draft Concession Agreement for the Project which is enclosed as Part II to this RFP Document. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.6. A Bidder is required to deposit, along with its Proposal, a Bid Security of Rs. 7 Cr (Rupees Seven Crores only) (the "Bid Security"), refundable not later than 180 (one hundred and eighty) days from the Proposal Due Date, except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favour of the “Director, State Transport (DST), Chandigarh.” payable at Chandigarh OR pay online through RTGS/NEFT/ Other online mode to the DST’s account given below. The Proposal shall be summarily rejected if it is not accompanied by the Bid Security. The Demand Draft in original or copy of payment receipt (RTGS/NEFT/Other online mode) must be furnished in a separate envelop while submitting the proposal alongwith soft copy.

SN	Particulars	Details
1.	Name of Beneficiary	Director, State Transport (DST), Chandigarh
2.	Beneficiary Bank Account No.	

SN	Particulars	Details
3.	Beneficiary Bank Branch Name and Address	
4.	Beneficiary Bank Branch IFSC	
5.	SWIFT Code (For Foreign Bidders)	

- 1.2.7. Subject to Clause 3.9, the Highest Bidder shall be the Successful Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP document, be invited to match the Proposal submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. The Successful Bidder would then be required to enter into a Concession Agreement with the Authority.
- 1.2.8. Any queries or request for additional information concerning this RFP document shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/ title: "Queries/ Request for Additional Information:

“RFP Document for Development of Bus Terminal at Ballabgarh, Haryana on DBFOT Basis”

1.3. Schedule of Bidding Process

- 1.3.1. Schedule of Bidding Process is set out in Appendix 1 to this RFP Document.

2. INSTRUCTIONS TO BIDDERS

A. General

2.1. General terms of Bidding

- 2.1.1. No Bidder shall submit more than one Proposal for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another proposal either individually or as a member of any Consortium, as the case may be.
- 2.1.2. The information on the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Proposals.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft concession agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.4. The Proposal shall be furnished in the format exactly as per Appendices. The amount/ numbers shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Price Proposal and shall be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5. The Bidder shall deposit a Bid Security of the amount specified in Clause 1.2.4 in accordance with the provisions of this RFP.
- 2.1.6. The Bidder should submit a Power of Attorney as per the format at Appendix 9, authorising the signatory of the Proposal to commit the Bidder.
- 2.1.7. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix 10.
- 2.1.8. Any condition or qualification or any other stipulation contained in the Proposal not in conformity with this RFP document shall render the Proposal liable to rejection as a non-responsive Proposal.
- 2.1.9. The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other

language provided that they are accompanied by appropriate authenticated and certified translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.1.10. The documents including this RFP Document and all attached documents, provided by Authority are and shall remain or become the property of Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of this Clause 2.1.10 shall also apply mutatis mutandis to Proposals and all other documents submitted by the Bidders, and Authority will not return to the Bidders any Proposal, document or any information provided along therewith.

2.1.11. This RFP Document is not transferable.

2.1.12. Any award of Concession shall be in terms of this RFP Document.

2.1.13. The Successful Bidder shall incorporate Special Purpose Company, incorporated under the Indian Companies Act, 2013 (the "SPC"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPC, comply with the following additional requirements:

- (a) number of members in a Consortium shall not exceed 3 (three). However, none of the members in a Consortium should be under any sort of ineligibility under the Bid documents;
- (b) subject to the provisions of sub-clause (a) above, the Proposal should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 51% of the paid up and subscribed equity of the SPC. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix 10**, signed by all the other members of the Consortium;
- (d) the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Bidder cannot at the same time be member of a Consortium applying for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying

for the Project;

- (f) the members of a Consortium shall form an appropriate SPC to execute the Project, if the Project is awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix 11** (the “**Joint Bidding Agreement**”) for the purpose of making the Proposal. The Joint Bidding Agreement, to be submitted along with the Proposal, shall, inter alia:
 - (i) convey the intent to form a SPC with shareholding/ ownership equity commitment(s) in accordance with this RFP Document, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the minimum equity stake to be held by each member;
 - (iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFP Document, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPC and shall further commit that each such member shall, for a period of 7 (seven) years from the date of commercial operation of the bus terminal, hold equity share capital not less than: (i) 10% (twenty six per cent) of the subscribed and paid up equity share capital of the SPC;
 - (v) include a statement to the effect that all members of the Consortium shall, shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project, in accordance with the Concession Agreement; and
- (h) except as provided under this RFP Document, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of Authority.

2.1.14. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on Proposal Due Date, would not be eligible to submit the Proposal, either individually or as member of a Consortium.

2.1.15. The Bidder, including an individual or any of its Consortium member, should not be a non-performing party on the proposal due date. The Bidder, including any Consortium Member, shall be deemed to be a non-performing party* (not applicable to the project whose contract is terminated by the Authority) if it attracts any or more of the following parameters:

- (i) Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless extension of time has been allowed on the recommendations of the Independent Engineer due to Authority's default;
- (ii) Physical progress on any project is not commensurate with the funds released (equity+debt+grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;
- (iii) Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;
- (iv) Fails to fulfil its obligations to maintain a project in a satisfactory condition inspite of two rectification notices issued in this behalf;
- (v) Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.
- (vi) Fails to make premium payments excluding the current instalment in one or more projects.
- (vii) Damages/ Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.
- (viii) Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).
- (ix) Fails to submit the Performance Security within the permissible period in more than one project.
- (x) Rated as an unsatisfactory performing entity/ non-performing entity by an independent third party agency and so notified on the website of the Authority.
- (xi) Has Failed to perform for the works in the last 2(two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the Bidder, including individual or any of its Joint Venture Member, as the case may be.
- (xii) Has been expelled or the contract terminated by Gol, or any state government in India or their implementing agencies for breach by such Bidder, including individual or any of its Consortium Member; Provided that any such decision of expulsion or termination of contract leading to debarring of the Bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.

*Note: Sub- clauses (i) to (xi) under this Clause would be applicable only when the Concessionaire attracts these defaults on the Proposal Due Date. The day the Concessionaire cures the said defaults and becomes compliant, he would be eligible to participate in proposals received after such date.

The Bidder including individual or any of its Consortium Member may provide

- (i) Details of all their on-going projects along with updated stage of litigation, if so, against the Authority/ Gol/ state governments or their agencies;
- (ii) Details of updated on-going process of blacklisting if so, under any contract with Authority/ Government; and
- (iii) Stand debarred from the Authority as a natural consequence of termination of any project/ contract of the Authority.
- (iv) Has been placed in the Negative List of firms by the Authority for any reason including failure to deliver contract in time bound manner, abandoning the project without permission of the Authority, poor performance, penalties, missing targets or milestones, missing interim targets, clumsy execution of works, unethical practices, or failure to follow any lawful directions given by the Authority.

The Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this Clause 2.1.15. The decision of the Authority in this case shall be final.

2.1.16. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

For purposes of this RFP Document, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.17. The following conditions shall be adhered to while submitting a Proposal:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Proposal and not, unless specifically requested, to other associated companies or firms;

- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.18. Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Proposal hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.1.19. Capitalised terms used in this RFP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

2.2. Eligibility and Qualification Requirements of Bidders

2.2.1. For determining the eligibility of Bidder the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) Bidder is a Business Entity which shall be a company incorporated under the Companies Act, 1956 or 2013, but excluding companies covered under section 617 of the Companies Act, 1956 or group of such entities with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.13.
- (c) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall be entitled to forfeit and appropriate 5% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed share capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Proposal of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a

- consultant to the Authority in the preparation of any documents, design or technical specifications of the Project; or
- (vii) Such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 year from the date of award of the Project to that Bidder.
 - (viii) Any change in the composition of a Consortium shall not be permitted during the bidding process.

Explanation:

In case a Bidder is a Consortium, then the term Bidder shall include each Member of such Consortium.

- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Successful Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without Authority being liable in any manner whatsoever to the Successful Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP Document for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, a Bidder may, within 10 (ten) days after the Proposal Due Date remove from its Consortium, any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. However his price proposal shall not be opened.

Provided further, in case the Authority seeks information/ clarification from a Bidder related to occurrence/ non-occurrence of Conflict of Interest and the

Bidders fail to provide such information within a reasonable time, the Authority shall disqualify the Bidders, encash its Bid Security and further debar it from participation in any future procurement process for a minimum period of 1 year.

2.2.2. To be eligible for this RFP Document, a Bidder shall fulfil the following conditions of eligibility:

- (A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall have, over the past 7 (seven) years ending previous day of last date of submission of bid, completed following works:

Three works of similar nature each having minimum cost of Rs. 140 Cr.

or

Two works of similar nature each having minimum cost of Rs. 210 Cr.

or

One work of similar nature having minimum cost of Rs. 280 Cr

Similar work shall mean works of “Construction/ development of Bus terminals/stand, railway station, airport, multi modal transit centres, MLCP, commercial complex, hotel complex, residential complex, hospitals, schools, colleges”

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of Proposal Due Date.

- (B) Financial Capacity:

- (i) The Bidder should have had Average Annual Financial Turnover of Rs 105 Cr (Rupees One hundred five Crores only) from construction works during immediate last three consecutive financial years ending 31st March 2023. Year in which no turnover is shown would also be considered for working out the average. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figure at simple rate of 7% per annum.
- (ii) The Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets (standalone financial statement) duly audited by the Statutory Auditor.
- (iii) The Bidder should have Banker’s Solvency Certificate from a commercial Bank for. Rs. 140 Cr (Rupees one hundred forty Crores only) certified by his Bankers (on the prescribed Form B).

OR

The Bidder should have Net Worth Certificate of Rs 35 Cr (Rupees thirty five Crores only) issued by the certified Chartered Accountant

- (iv) The bidder (any members in case of Consortium) shall not be in Corporate Insolvency Resolution Process (CIRP)/ Liquidation/ Winding up/ CDR/ SDR/ S4A/ Flexible Structuring/ or any other restructuring scheme due to financial stress and shall not be in a default on any debt obligations on the Proposal Due Date. An undertaking of bidder (all members in case of Consortium) duly certified by the Statutory Auditor of the bidder must be submitted along with the proposal.

In case of a Consortium, the combined technical capacity and financial capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPC, should satisfy the above conditions of eligibility[£].

Provided further that each member of the Consortium shall meet a minimum 50% of Financial Capacity.

2.2.3. The Bidders shall enclose with its proposal, to be submitted as per the format at Appendix 2, the following:

- (i) Certificate(s) from its statutory auditors[£] or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in Clause 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (ii). For the purposes of this RFP Document, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

[£] The Authority may, in its discretion, impose further obligations in the Concession Agreement, but such obligations should provide sufficient mobility for partial divestment of equity without compromising the interests of the Project.

[£] In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.3 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP Document.

2.3. Proprietary Data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority will not return any Proposal or any information provided along therewith.

2.4. Cost of Bidding

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

2.5. Site Visit and Verification of Information

2.5.1. Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project with in the stipulated time of submission of the Proposal. No extension of time is likely to be considered for submission of Proposals.

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

- (a) made a complete and careful examination of the RFP Document;
- (b) received all relevant information requested from Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP Document or furnished by or on behalf of Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Proposal, execution of the Project in accordance with the RFP Document and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP Document or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest;

- (g) agreed to be bound by the undertakings provided by it under and in terms hereof; and

- 2.5.3. Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP Document or the Bidding Process, including any error or mistake therein or in any information or data given by Authority.
- 2.5.4. After opening of Price Proposals, the Successful Bidder as per clause 3.8 of RFP Document, will be allowed (if he desires so) to enter into the Project Site and undertake requisite surveys, but without any disruption to the traffic and normal bus operations.

2.6. Verification and Disqualification

- 2.6.1. Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document and the Bidder shall, when so required by Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification by Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Authority thereunder.
- 2.6.2. Authority reserves the right to reject any Proposal and appropriate the Bid Security if:
 - (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Proposal.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification/ rejection occurs after the Price Proposals have been opened and the Highest Bidder gets disqualified/ rejected, then Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of Authority, including annulment of the bidding process.

- 2.6.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Successful Bidder

has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated, by a communication in writing by Authority to the Successful Bidder or the Concessionaire, as the case may be, without Authority being liable in any manner whatsoever to the Successful Bidder or Concessionaire. In such an event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under the RFP Document and/ or the Concession Agreement, or otherwise.

B. Documents

2.7. Content of the RFP Document

- 2.7.1. This RFP Document comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Part I	Instruction to Bidders
Part II	Draft Concession Agreement

2.8. Clarifications

- 2.8.1. Bidders requiring any clarification on the RFP Document may notify Authority in writing or by fax and e-mail in accordance with Clause 1.2.6. They should send in their queries before the date specified in the schedule of Bidding Process specified in Clause 1.3. Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Proposal Due Date. All the queries and its responses will be hosted on the e-Tendering Portal (<https://etenders.hry.nic.in>) and DST portal (<https://hartrans.gov.in>) without identifying the source of queries.
- 2.8.2. Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Authority to respond to any question or to provide any clarification.
- 2.8.3. Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Authority shall be deemed to be part of the RFP Document. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on Authority.

2.9. Amendment of RFP Document

- 2.9.1. At any time prior to the Proposal Due Date, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.
- 2.9.2. Any Addendum thus issued will be posted on the website <https://etenders.hry.nic.in> and/or DST portal <https://hartrans.gov.in>.
- 2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Proposal Due Date^{\$}.

C. Preparation and submission of Proposal

2.10. Format and Signing of Proposal

- 2.10.1. The Proposal shall provide all the information sought under this RFP Document. Authority will evaluate only those Proposals that are received online in the required formats and complete in all respects and Copy of online receipt/ original Demand Draft towards payment of cost of Bid document, Bid Security, POA and Joint Bidding Agreement etc. as specified in Clause 2.11.2 are received in hard copies.
- 2.10.2. The Proposal shall be typed and signed in indelible ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

2.11. Documents comprising Technical and Price Proposal

- 2.11.1. The Bidder shall submit the Technical & Price Proposal online through e-procurement portal <https://etenders.hry.nic.in> comprising of the following documents along with supporting documents as appropriate:

Part I: Technical Proposal

Technical Proposal should include the following:	
i.)	Covering Letter cum Project undertaking in the prescribed format (Appendix 2)
ii.)	Details of Bidders as set out in Appendix 4

^{\$} While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

iii.)	Completed format of Technical Capacity of the Bidder as in Appendix 5
iv.)	Completed format of Financial Capacity of the Bidder as in Appendix 6
v.)	Details of project experience as per Appendix 7
vi.)	Statement of Legal Capacity in terms of Appendix 8
vii.)	Power of Attorney for signing the Proposal as per the format at Appendix 9
viii.)	if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix 10
ix.)	Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix 11
x.)	Copy of Online receipt (of payment made through RTGS/ NEFT/ Other online mode)/ original Demand Draft towards Bid Security as per Appendix 12
xi.)	Copy of Memorandum and Articles of Association, if the Bidder/ Consortium member is a body corporate
xii.)	Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five years
xiii.)	A copy of the draft Concession Agreement with each page initialled by the authorised signatory of the Bidder in pursuance of the Power of Attorney referred to in sub-clause (vii) hereinabove.
xiv.)	Copy of Online receipt (of payment made through RTGS/ NEFT/ Other online mode)/ original Demand Draft (DD) towards the cost of RFP Document in favour "Director State Transport (DST), Chandigarh", payable at Chandigarh
xv.)	Non-Collusion Certificate as per Appendix 13.
xvi.)	Completed format of Facilities Compliance Statement in terms of Appendix 14

Part II: Price Proposal

Price Proposal should include the following:

- | | |
|-----|---|
| i.) | Price Proposal as per format set out below shall be submitted online through e-procurement portal in the BoQ on or before 1100 hours IST on the Proposal Due Date |
|-----|---|

2.11.2. The Bidder shall submit the following documents physically:

- Original Power of Attorney for signing the Proposal as per format at Appendix 9;
- if applicable, Original Power of Attorney for Lead Member of Consortium as per the format at Appendix 10;
- if applicable, Original Joint Bidding Agreement for Consortium as per the format at Appendix 11;
- if applicable, Bid Security in the form of Original Demand draft from a Scheduled Bank;

- (e) If applicable, Attested copy of the receipt of the payment in the form of Demand Draft (DD) towards the cost of RFP Document;

2.11.3. The documents listed at Clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the following identification:

“Proposal for Development Bus Terminal at Ballabgarh, Haryana on DFBOT Basis”

and shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand top corner of the envelope.

2.11.4. The envelope shall be addressed to:

ATTN. OF:	
ADDRESS:	Directorate of State Transport, Government of Haryana 30 Bays Building, 2nd Floor, Sector 17C, Chandigarh 160017
E-mail ID :	

2.11.5. If the envelope is not sealed and marked as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal and consequent losses, if any, suffered by the Bidder.

2.11.6. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12. Proposal Due Date

Technical & Price Proposal comprising of the documents listed at clause 2.11.1 of the RFP Document shall be submitted online through e-procurement portal <https://etenders.hry.nic.in> on or before 1100 hrs IST on _____. Documents listed at clause 2.11.2 of the RFP Document shall be physically submitted on or before 1100 hours IST on _____ at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP Document. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

2.13. Late Proposals

E-procurement portal <https://etenders.hry.nic.in> shall not allow submission of any Proposal after the prescribed date and time at Clause 2.12. Physical receipt of documents listed at Clause 2.11.2 after the prescribed date and time at Clause 2.12 shall not be considered and the Proposal shall be summarily rejected.

2.14. Procedure for e-tendering

2.14.1. Accessing/ Purchasing of RFP document

- 2.14.1.1. It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory/ Firm or Organisation/ Owner of the Firm or Organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of DST.

DSC should be in the name of the authorized signatory as authorized in Appendix 9 of this RFP Document. It should be in corporate capacity (that is in Bidder capacity/ in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC.

The Authorized Signatory holding Power of Attorney (POA) or the person executing/ delegating such POA shall only be the Digital Signatory. In other cases, the Proposal shall be considered non –responsive.

- 2.14.1.2. To participate in the bidding, it is mandatory for the Bidders to register their firm/ consortium with e-procurement portal <https://etenders.hry.nic.in> to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

- i.) Registration with e-procurement portal should be valid at least up to the date of submission of Proposal.
- ii.) Proposal can be submitted only during the validity of registration.

- 2.14.1.3. If the Bidder is already registered with e-tendering service provider, and validity of registration is not expired, then the Bidder is not required a fresh registration.

- 2.14.1.4. The complete RFP document can be viewed/ downloaded by the Bidder from e- procurement portal (<https://etenders.hry.nic.in>) and DST website (<https://hartrans.gov.in>) as per the schedule set out in Appendix 1.

2.14.2. Preparation & Submission of Proposals

- 2.14.2.1. The Bidder may submit his Proposal online following the instructions appearing on the screen. The detailed guidelines for e-procurement is also available on e-procurement portal.

- 2.14.2.2. The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or RAR format such that file size is not more than 30 MB) and uploaded during the online submission of Proposal. The Bidders can upload a single file of 30 MB only but can upload multiple files during the on-line submission of Proposal.

2.14.2.3. Proposal must be submitted online only through e-procurement portal <https://etenders.hry.nic.in> using the digital signature of authorised representative of the Bidder on or before Proposal Due Date.

2.14.3. Modifications/ Substitution/ Withdrawal of Proposals

2.14.3.1. The Bidder may modify, substitute or withdraw its Proposal after submission prior to Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Due Date.

2.14.3.2. For modification of Proposal, Bidder has to detach its old Proposal from e-procurement portal and upload/ resubmit digitally signed modified Proposal. For withdrawal of Proposal, Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its Proposal. Before withdrawal of a Proposal, it may specifically be noted that after withdrawal of a Proposal for any reason, Bidder cannot re-submit Proposal again.

2.15. Online Opening of Proposals

2.15.1. Opening of Proposals will be done through online process.

2.15.2. The Authority shall online open Technical Proposals as per the schedule set out in Appendix 1, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical Proposal of only those Bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP Document have been physically received. The Authority will subsequently examine and evaluate the Proposals in accordance with the provisions of Section 3 of RFP Document.

2.16. Rejection of Proposals

2.16.1. Notwithstanding anything contained in this RFP Document, Authority reserves the right to reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Bidders to submit fresh Proposals hereunder.

2.16.2. Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

2.17. Validity of Proposal

The Proposals shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date. The validity of Proposal may be extended by mutual consent of the respective Bidders and Authority.

2.18. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Authority in relation to, or matters arising out of, or concerning the Bidding Process. Authority will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or authority or as may be required by law or in connection with any legal process.

2.19. Correspondence with the Bidder

Save and except as required in this RFP Document, Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

2.20. Consultant(s) or Advisor(s)

2.20.1. To assist in the examination, evaluation, and comparison of Proposals, Authority may utilize the services of consultant(s) or advisor(s).

2.20.2. No entity including the Bidders can hold and Authority shall not be bound by the opinion or advice given by any consultant or advisor referred to in Clause 2.20.1. The final determination as regards the Proposal shall vest with Authority.

D. BID SECURITY

2.21. Bid Security

2.21.1. The Bidder shall furnish as part of its Proposal, a Bid Security referred to in Clauses 2.1.5 hereinabove.

2.21.2. Bid Security can be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Chandigarh (the "Demand Draft") OR pay online through RTGS/NEFT/Other online mode to the DST's account given in Clause 1.2.4 of RFP. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.21.3. Any Proposal not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.21.4. Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the Successful Bidder or when the Bidding process is cancelled by the Authority, and in any case within 90 (ninety) days from the Proposal Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Proposal.

2.21.5. The Successful Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Successful Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.21.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.21.7 herein below. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.21.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- (b) If a Bidder withdraws its Proposal during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (c) In the case of Successful Bidder, if it fails within the specified time limit:
 - i) to sign and return the duplicate copy of LOA;
 - ii) to sign the Concession Agreement; or
 - iii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement;

- (d) In case the Successful Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security, if applicable.

3. CRITERIA & METHODOLOGY FOR QUALIFICATION & EVALUATION

3.1. Opening and Evaluation of Proposals

- 3.1.1. Authority shall open the Part I of the Proposals received physically and online as per the schedule set forth in Appendix 1, at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend.
- 3.1.2. Authority will subsequently examine and evaluate Technical Proposals in accordance with the provisions set out in Section 3.
- 3.1.3. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

3.2. Test of Responsiveness

- 3.2.1. Prior to evaluation of Proposals, Authority shall determine whether each Proposal is responsive to the requirements of the RFP Document. The Proposal shall be considered responsive only if:
 - (a) it is received as per format at **Appendix 2**.
 - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.12;
 - (c) it is signed, sealed and marked as stipulated in Clause 2.11.3;
 - (d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.6 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.1.7;
 - (e) it contains all the information (complete in all respects) as requested in this RFP Document (in formats as those specified);
 - (f) it contains certificates from its statutory auditors in the formats specified at **Appendix 6** and **Appendix 7** of the RFP Document;
 - (g) it contains format of legal capacity in terms of **Appendix 8**;
 - (h) it contains copy of the receipt for payment made towards the cost of the RFP Document;
 - (i) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.1.13(g);
 - (j) it contains Non-Collusion Certificate in terms of **Appendix 13**;
 - (k) it contains completed format of Facilities Compliance Statement in terms of **Appendix 14**;
 - (l) it is accompanied by the Bid Security as specified in Clause 2.1.5;
 - (m) it does not contain any condition or qualification;
 - (n) physical copy of the documents mentioned in Clause 2.11.2 are submitted by the Proposal Due Date or as per the requirements of this RFP; and
 - (o) it is not non-responsive in terms hereof.

- 3.2.2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

3.3. Evaluation Parameters

- 3.3.1. Only those Bidders who meet the eligibility criteria under the Qualification Phase specified in Clauses 2.2.2 above shall qualify for evaluation under this Section 3. Proposals of firms/ consortia who do not meet these criteria shall be rejected.
- 3.3.2. A Bidder's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
 - (b) Financial Capacity

3.4. Technical Capacity for purposes of evaluation

- 3.4.1. The Experience determined project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five).
- 3.4.2. In the event, a Bidder claims credit for a project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject/ correct such claim for the purpose of qualification requirements.
- 3.4.3. The Authority will get the Bid Security verified from the issuing authority and after due verification, the Authority will evaluate the Technical Proposals of Shortlisted Bidders for their compliance to the eligibility and qualification requirements pursuant to Clause 2.2 of this RFP Document.
- 3.4.4. The Financial Score of the Bidder shall be computed as arithmetic sum of the Financial Score of the Consortium members.

3.5. Details of Experience

- 3.5.1. The Bidder should furnish the details of experience for the last 7 (seven) years immediately preceding the Proposal Due Date.
- 3.5.2. The Bidder must provide the necessary information relating to Technical Capacity as per format at Appendix 5.
- 3.5.3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Appendix 7.

3.6. Financial information for purposes of evaluation

- 3.6.1. The Proposal must be accompanied by Audited Annual Reports of the Bidder (for each Member in case of Consortium) for the last 5 (five) financial years, preceding the year in which the Proposal is made.
- 3.6.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor or independent auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 3.6.3. The Bidder must establish the minimum Net Worth specified in Clause 2.2.2(B), and provide details as per format at Appendix 6.
- 3.6.4. In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP Document.
- 3.6.5. After evaluation of Technical Proposals, the Authority will publish a list of Shortlisted Bidders who will be invited to make a presentation to DST for Project Design Capability. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

3.7. Evaluation of Project Design Capability

- 3.7.1. For demonstrating adequacy and appropriateness of the proposed design of the Project and its conformance to the Construction Requirements in terms of draft Concession Agreement (the "Project Design Capability"), the Bidder shall make a presentation to the DST. The presentation could inter alia cover the parameters mentioned in Annexure 17. Price Proposals of only those bidders would be opened whose design in the presentation is approved by DST ("Qualified Bidders").
- 3.7.2. In case, DST approves the design of any Bidder with some conditions than such conditions will become the part of the Concession Agreement.
- 3.7.3. The evaluation of Price Proposal shall be taken up for only those Bidders whose design is approved by the DST.

3.8. Opening and Evaluation of Price Proposals

Authority shall inform the venue and time of online opening of Price Proposals to all Qualified Bidders through e-procurement portal and/ or e-mail. Authority shall online open the Price Proposals on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. Authority shall prepare a record of opening of Price Proposals.

3.9. Selection of Bidder

- 3.9.1. The minimum annual concession fee to be quoted by the Bidders is 2.25% of the value of land at the Circle Rate on the Proposal Due Date ("Minimum Annual Concession Fee").

Explanation

Circle Rate	= Rs 47,840 per sqm
Area of site	= 54,941 sqm
Minimum Annual Concession Fee	= 2.25% X Circle Rate X Area of site = 2.25% X 47,840 X 54,941 = Rs 5,91,38,492/-
	Rupees Five Crores Ninety One Lakhs Thirty Eight Thousand Four Hundred Ninety Two Only

- 3.9.2. Bidders shall quote multiple ("Bidding Multiplier Factor") of Minimum Annual Concession Fee payable to Authority or number of years for the Commercial Facilities with Annual Concession Fee equal to Minimum Annual Concession Fee.

Note:

1. Bidding Multiplier Factor shall be more than 1.
2. The number of years quoted shall be less than 99 years

Bidding Multiplier factor multiplied by Minimum Annual Concession Fee shall be referred to as the "Annual Concession Fee".

Annual Concession Fee	=	Bidding Multiplier Factor	X	Minimum Annual Concession Fee
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- 3.9.3. Subject to the provisions of Clause 2.16.1 and 3.9, the Proposal of the Bidders for the Project would be evaluated on the basis of the Annual Concession Fee or the Concession Period for Commercial Facility, as the case may be, quoted in the Price Proposal. Proposals would be ranked in the descending order of Annual Concession Fee quoted in the Price Proposal and then the ascending order of the Concession Period for Commercial Facility.

- 3.9.4. For example, the Bidder quoting the highest Annual Concession Fee would be ranked “H1”, the bidder quoting the next highest Annual Concession Fee, ranked “H2” and so on, set out in the table below. This would be followed by the Bidder quoting the lowest Concession Period for Commercial Facilities, the bidder quoting the next lowest Concession Period for Commercial Facilities, as set out in the table below.

Name of Bidder	Price Proposal	Rank
	Highest Annual Concession Fee offer (with Concession Period of 33 years)	H1
	Second Highest Annual Concession Fee offer (with Concession Period of 33 years)	H2
	Third Highest Annual Concession Fee offer (with Concession Period of 33 years)	H3
	...	
	...	
	Minimum Annual Concession Fee as defined in Clause 3.9.1 (with Concession Period of 33 years)	Hn
	Minimum Concession Period Offer (with Annual Concession Fee equal to Minimum Annual Concession Fee)	Hn+1
	Second lowest Concession Period Offer (with Annual Concession Fee equal to Minimum Annual Concession Fee)	Hn+2
	Third lowest Concession Period Offer (with Annual Concession Fee equal to Minimum Annual Concession Fee)	
	...	
	...	

- 3.9.5. Generally, H1 Bidder shall be declared as preferred bidder (“Preferred Bidder”).
- 3.9.6. In the event that two or more Bidders, becomes H1 (the “Tie Bidders”), Authority shall identify the Preferred Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.9.7. Upon acceptance of the Proposal of the Preferred Bidder, Authority shall declare the Preferred Bidder as the successful bidder (the “Successful Bidder”).

3.10. Project Development Fees

- 3.10.1. The Concessionaire shall make payment of Rs. 11,31,536/- (Rupees eleven lakhs thirty one thousand five hundred thirty six Only) per awarded Project plus (+) GST (if applicable) as project development fee (Project Development Fee) to Delhi Integrated Multi-Modal Transit System Ltd. (“DIMTS”). The

Concessionaire shall make payment of Project Development Fee along with acknowledgement of the LOA.

3.11. Letter of Acceptance

- 3.11.1. After selection, a Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof along with Project Development Fees. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA.
- 3.11.2. After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in LOA and submit the Performance Security in accordance with the Draft Concession Agreement. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the draft Concession Agreement.

3.12. Contacts during Bid Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Proposals under consideration.

3.13. Correspondence with Bidder

- 3.13.1. Save and except as provided in this RFP Document, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.
- 3.13.2. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.13.3. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Proposal(s) without assigning any reasons.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, Authority may reject the Proposal, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under the RFP Document and/ or the Concession Agreement, or otherwise.
- 4.2 Without prejudice to the rights of Authority under Clause 4.1 hereinabove and the rights and remedies which Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFQ/RFP/RFP issued by Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns

or retires from or otherwise ceases to be in the service of Authority , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.2.1(d), engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of Authority. Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFP Document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendix 1: Schedule of Bidding Process

SN	Activity Description	Date
1.	Release of RFP Document	
2.	Last Date of Issue of RFP Document	
3.	Last date for receiving queries	
4.	Pre-Proposal meeting	
5.	Reply to Pre-bid queries, if any	
6.	Proposal Due Date	_____ at 1100 hrs
7.	Opening of Technical Proposals	_____ at 1130 hrs
8.	Presentation on Project Design Capability	To be intimated separately
9.	Announcement of Qualified Bidders	To be intimated separately
10.	Opening of Price Proposals	To be intimated separately
11.	Letter of Award (LOA)	To be intimated separately

Appendix 2: Format for Covering Letter cum Project Undertaking

Dated:

To,

Director General,
Directorate of State Transport, Government of Haryana
30 Bays Building,
2nd Floor, Sector 17C,
Chandigarh 160017

Sub: Proposal for Development Bus Terminal on DFBOT Basis at Ballabgarh Project

Dear Sir,

With reference to your RFP Document dated _____,

1. I/ We, having examined the RFP Document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.
2. I/ We acknowledge that Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/ We acknowledge the right of Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:

- (a) I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP Document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Price Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP Document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP Document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Proposal for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Appendix 16 thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate Authority of the same immediately.

16. The Statement of Legal Capacity as per format provided in Appendix 8 of the RFP document, and duly signed, is enclosed. The Power Of Attorney For Signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix 9 and 10 respectively of the RFP document, are also enclosed.
17. I/We acknowledge and undertake that our Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for the period of 7 (seven) years from the date of commercial operation of the Project, hold equity share capital not less than (i) 10% (ten percent) of the subscribed and paid up equity of the Concessionaire; and (ii) Lead Member shall hold 51% (fifty one percent) of the subscribed and paid up equity of the Concessionaire. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
18. I/ We acknowledge and agree that in the event of a change in control of an Associate, I/We shall inform Authority forthwith along with all relevant particulars and Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be.
19. I/ We understand that the Successful Bidder shall incorporate a Special Purpose Company under Indian Companies Act, 2013 prior to execution of the Concession Agreement.
20. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
21. In the event of my/ our being declared as the Successful Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
22. I/ We have studied the RFP Document carefully and also surveyed the project site and traffic. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
23. I/ We offer a Bid Security of Rs. _____/- (Rupees _____ only) to Authority in accordance with the RFP Document.
24. The Bid Security in the form of a Demand Draft / RTGS/ NEFT/ Other online mode is attached.
25. I/ We agree and understand that the Proposal is subject to the provisions of the RFP Document. In no case, I/ we shall have any claim or right of whatsoever nature if the Project/ Concession is not awarded to me/ us or our Proposal is not opened or rejected.

26. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.
27. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement.} ^{\$}
28. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP Document.
29. I/We certify that in terms of RFP Document, my/our Net Worth is _____ (Rupees in words) and the Turnover is _____ (Rupees in words).

In witness thereof, I/ We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

Date

(Signature, name and designation of the
Authorised signatory)

Place:

Name and seal of the Bidder/ Lead Member

^{\$} Omit if the Bidder is not a Consortium

Appendix 3: Format of Price Proposal

Date:

To

Director General,
Directorate of State Transport, Government of Haryana
30 Bays Building,
2nd Floor, Sector 17C,
Chandigarh 160017

Sub: Proposal for Development Bus Terminal at Ballabgarh, Haryana on DFBOT Basis Project

We are pleased to submit our Price Proposal for the **Development of Bus Terminal at Ballabgarh, Haryana on DFBOT Basis Project** (the “**Project**”). We have completely understood the scope of work for the Project and have reviewed all the terms and conditions of the Request for Proposal (RFP) Document, including the draft Concession Agreement, and undertake to comply, observe and abide by all the terms and conditions set out in the aforesaid documents. We hereby declare that our Price Proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the RFP Document.

Minimum Annual Concession Fee	= 2.25% X Circle Rate X Area of site = 2.25% X 47,840 X 54,941 = Rs. 5,91,38,492/-
----------------------------------	--

We agree to pay Annual Concession Fee (“**Annual Concession Fee**”) equal to _____ times (“**Bidding Multiplier Factor**”) the Minimum Annual Concession Fee per annum from the date of execution of Concession Agreement to Authority for the aforesaid Project as per the terms of draft Concession Agreement and the Concession Period for the Project would be 33 years. We do not want any additional financial assistance from the Authority.

OR

We agree to pay Annual Concession Fee (“**Annual Concession Fee**”) equal to Minimum Annual Concession Fee per annum from the date of execution of Concession Agreement to Authority for the aforesaid Project as per the terms of draft Concession Agreement and the Concession Period for the Project would be _____ (number of years in words____) years. We do not want any additional financial assistance from the Authority.

The Annual Concession Fee is linked to the Circle Rate of the Project site. Annual Concession Fee payable shall be based on the Circle Rate of the Project site on the due date of the respective Annual Concession Fee.

The aforesaid *Annual Concession Fee* and *Concession Period* have been quoted by us after taking into consideration all the terms and conditions stated in the RFP Document including draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

.....Name of the Bidder
.....Signature of the Authorised Person
.....Name of the Authorised Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member, in case of a Consortium.
- In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.
- In case of difference in number of years quoted in figures and words, the lower value would be considered for evaluation.

Appendix 4: Format for Details of Bidder

Details of Bidder

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for Authority:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
 - g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number:
 - e) Fax Number:
5. Note:
 - a) In case of a Consortium, the information above (1-4) should be provided for all the Members of the Consortium.
 - b) In case of Consortium the Joint Bidding Agreement, as envisaged in Clause 2.1.13(g) should be attached to the Proposal.
 - c) Information regarding role of each Member should be provided as per table below:

SN.	Name of Member	Role {Refer Clause 2.1.13(d)} ^{\$}	Percentage of equity in the Consortium {Refer Clauses 2.1.13(a), (c) & (g)}
1.			
2.			
3.			

- d) The following information shall also be provided for each Member of the Consortium

Name of Bidder/ Member of Consortium

SN	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it from participating in any project (BOT or otherwise)?		
2.	If the answer to Sr. No. 1 is yes, does the bar subsist as on the date of Proposal?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

^{\$} All provisions in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

Appendix 5: Format for Technical Capacity of the Bidder**Technical Capacity of the Bidder[@]**

Type of Bidder [#]	Name of the Project	Project Cost (Equivalent Rs. Crore) ^{\$\$}
(1)	(2)	(3)
Single entity Bidder		
Consortium		

Note:

[@] Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by a project company eligible under Clause 2.2.2

[#] An Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored.

^{\$\$} For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 82 (eighty two) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Appendix 6: Format for Financial Capacity of the Bidder**Financial Capacity of the Bidder***(In Rs. Crore)[@]*

Type of Bidder ^{\$}	Net Worth in Year 1 [€]	Turnover form Construction Works			Average Annual Turnover from Construction Works
		Year 1	Year 2	Year 3	
(1)	(2)				
Single entity Bidder					
Consortium Member					
Total					

[@] For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 82 (eighty two) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

^{\$} A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored. In case of Consortium only one Member of the Consortium is allowed to put forth its Financial Capacity.

[€] The Bidder should provide details of its own Financial Capacity.

Instructions:

1. The Bidder/ its constituent Consortium Member shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Proposal Due Date. The financial statements shall:
 - a) reflect the financial situation of the Bidder or Consortium Member;
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
5. In the case of a Consortium, Joint Bidding Agreement shall be submitted in accordance with Clause 2.1.13 (g) of this RFP Document.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate as set out in this Appendix specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.3 (ii) of this RFP Document.

Appendix 7: Format for Details of Projects Experience**Details of projects experience**

Item	Refer Instruction	Particulars of the Project
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
Title & nature of the project		
Category (PPP/ EPC/unit rate construction contract)		
Project Cost	4	
Entity for which the project was constructed / developed	3	
Location		
Date of commencement of project/contract		
Date of completion/commissioning	5	
Equity shareholding (with period during which equity was held) and on the date of commissioning		

Instructions:

1. Bidders are expected to provide information in respect of each eligible project in this Appendix. Information provided in this section is intended to serve as a backup for information provided in the Proposal. Bidders should also refer to the Instructions below.
2. A separate sheet should be filled for each eligible project.
3. In case of PPP projects, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of construction contracts projects, similar particulars of the client need to be provided.
4. Provide the actual capital cost on commissioning (in case, project is under construction, provide estimated capital cost) of the project.
5. In case of PPP projects, the date of commissioning of the project, upon completion, should be indicated. In case of construction contracts, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.

6. Experience for any activity relating to a project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
7. Certificate from the Bidder's statutory auditor^{ΦΦ} or its respective clients must be furnished as per formats below for each project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member may provide the requisite certification.
8. The Bidder should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor ^{ΦΦ}	
Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member) has undertaken the project.	
We further certify that the total estimated capital cost of the project is Rs. crore (Rupeescrore), of which Rs. crore (Rupees crore) of capital expenditure was incurred during the past seven financial years as per year-wise details noted below:	
.....	
.....	
Date	:
Signature of the Statutory Auditor of the Bidder	:
Name of the Partner	:
Name of the Statutory Auditor Firm/Company	:
Registration Number of the Partner	:
Address of the Statutory Auditor	:
Phone Number of the Statutory Auditor Firm/Company	:
Fax Number of the Statutory Auditor Firm/Company	:

9. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of the Proposal.

^{ΦΦ}Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

Appendix 8: Format for Statement of Legal Capacity

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,
Director General,
Directorate of State Transport, Government of Haryana
30 Bays Building,
2nd Floor, Sector 17C,
Chandigarh 160017

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the proposal) satisfy the terms and conditions laid out in the RFP Document.

We have agreed that (*insert member's name*) will act as the Lead Member of our Consortium.*

We have agreed that (*insert individual's name*) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP Document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the person authorising the authorised signatory)

For and on behalf of.....

* Please strike out whichever is not applicable.

Appendix 9: Format of Power of Attorney for Signing of Proposal

Power of Attorney for Signing of Proposal

Know all men by these presents, we.....
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the Development of Bus Terminal at Ballabgarh, Haryana on DFBOT Basis Project proposed or being developed by Directorate of State Transport, Government of Haryana (the "Authority ") including but not limited to signing and submission of all proposals , price proposal and other documents and writings, participate in Pre-Proposal and other conferences and providing information/ responses to Authority, representing us in all matters before Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our proposal, and generally dealing with Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For

.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

.....
(Signature)

(Name, Designation and Address of the Attorney)

Notes:

- 1 *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2 *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3 *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Appendix 10: Format for Power of Attorney for Lead Member of Consortium

Whereas the Directorate of State Transport, Government of Haryana ("DST" or "Authority") has invited proposals from interested parties for the Development of Bus Terminal on DFBOT Basis at Ballabgarh Project (the "Project").

Whereas,and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal Document ("RFP") and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's proposal for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....
(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- 1 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2 Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 3 For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Appendix 11: Format for Joint Bidding Agreement

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
....., 20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956 or the Companies Act, 2013} and having its registered office at
(hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956 or the Companies Act, 2013} and having its registered office at
(hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 or the Companies Act, 2013} and having its registered office at
(hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)^{\$}

The above mentioned parties of the FIRST, SECOND, {and THIRD} PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS

- A. _____("Authority"), represented by its _____,
Authority and having its principal offices at _____
(hereinafter referred to as the "Authority " which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the "Proposals") by its Request for Proposal Document dated(the "RFP") for development, operation and maintenance of Bus Terminal at Ballabgarh Project (the

^{\$} The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

“Project”) through public private partnership.

- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP Document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP Document.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate a Special Purpose Company (the “SPC”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until execution of the Concession Agreement when all the obligations of the SPC shall become effective;

- b) Party of the Second Part shall be {the Financial Member/ Technical Member/ Other Member of the Consortium;}
- c) Party of the Third Part shall be the Financial Member/ Technical Member/ Other Member of the Consortium;¹}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP Document and the Concession Agreement.

6. Shareholding in the SPC

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:

First Party:

Second Party:

{Third Party:}

- 6.2 The Parties undertake that a minimum of 51% of the subscribed and paid up equity share capital of the SPC shall, at all times during the Construction Period of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth **or** average annual turnover (*strike out whichever is not applicable*) have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP Document.

- 6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and

¹ Please add roles and obligations, if necessary

authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by Authority to the Bidder.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be

amended by the Parties without the prior written consent of Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED
AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE
WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND

DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of*

Attorney

has

been

executed.

Appendix 12: FORM OF BANKERS' CERTIFICATE FROM A COMMERCIAL BANK

To,
Director General,
Directorate of State Transport, Government of Haryana
30 Bays Building,
2nd Floor, Sector 17C,
Chandigarh 160017

This is to certify that to the best of our knowledge and information that M/s / Shri having marginally noted address, as a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs. (Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Seal & Signature)

Note for the Bank: Bankers certificate should be on letter head of the Bank, addressed to DST.

Appendix 13: Format of Non-Collusion Certificate

Non-Collusion Certificate (on the Letter Head of Bidder/ Each Consortium Member)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 20.....

..... Name of the Bidder

..... Signature of the Authorised Person

..... Name of the Authorised Person

Note:

- To be executed by all the Members in case of Consortium.

Appendix 14: Format of Facilities Compliance Statement

The undersigned agrees that in case the Bidder becomes the Successful Bidder, it shall comply, observe and abide by the Design, Construction and O&M requirements as spelt out in this RFP (read together with the draft Concession Agreement, its Schedules and the Project Information Memorandum) for the construction of Project Facilities. The broad parameters are as set out below:

Project Design Proposal Requirements – Checklist for Compliance

SN	Design/ Output Parameter	Mention details of the minimum provisions (including Article/ Clause number) as has been made/ considered in the Proposal
A	Bus Terminal Facility	
1.	<ul style="list-style-type: none"> Number of Bus Bays Number of Alighting Bays Number of Idle Bus Parking Bays Number of Car Parking (ECS) 	
2.	<ul style="list-style-type: none"> Dimensions of Bus Bay (length and width) Dimensions of Platforms (length and width) 	
3.	Number of Entry and Exit points	
4.	Adda Fee /Entry Collection Points at Entry point for <ul style="list-style-type: none"> Buses Parking (Private Car, Two Wheeler & Auto) 	
5.	Maximum retrieval time (time taken) of a bus; <ul style="list-style-type: none"> From idle parking bus bay to Boarding bay Boarding bay to exit point 	
6.	Platform Area	
7.	Ticketing Counters in Boarding area	
8.	CCTV Security Room	
9.	Staff Amenities for Roadways including Rest area, Toilets, Lockers etc.	
10.	Pre-Paid Auto Booths Pre-Paid Taxi Booths	
11.	Toilet <ul style="list-style-type: none"> Ladies Gentlemen Handicapped Baby Changing Room (Near Ladies Toilet) 	
12.	Waiting Area	
13.	Cloak Room <ul style="list-style-type: none"> Number 	

SN	Design/ Output Parameter	Mention details of the minimum provisions (including Article/ Clause number) as has been made/ considered in the Proposal
	<ul style="list-style-type: none"> Area 	
14.	Drinking Water fountains	
15.	Seating Area	
16.	Surface Parking - Number of ECS for <ul style="list-style-type: none"> Private Vehicles Autos Taxis 	
17.	Water supply: capacity of water storage facility <ul style="list-style-type: none"> underground overhead tanks for firefighting (Water Tank) 	

Instructions:

- 1) Only where specified, bidder is required to mention the relevant detail against the particular parameter.
- 2) Provide in quantitative terms, the details, as has been reckoned behind the Project Design Proposal support, wherever appropriate, with detailed Drawings.

.....Name of the Bidder
Signature of the Authorised Person
Name of the Authorised Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member, in case of a Consortium.

PROJECT CAPITAL OUTLAY

The Aggregated Project Capital Outlay shall be provided separately for Bus Terminal Facility and Commercial Facility.

(Inclusive of all taxes applicable on the date of submission of Proposal) (Rs.)

SN	Description	Bus Terminal Facility	Commercial Facility	Total
		Cost (Rs.)	Cost (Rs.)	Total Cost (Rs.)
		(A)	(B)	(C)=(A)+(B)
1	Civil and Building Works:			
2	Basement Construction			
3	Cost of Plant & Machines			
(i)	Indigenous component			
(ii)	Imported components			
4	Other Facilities Proposed:			
(i)	Fire fighting			
(ii)	Air-conditioning/ Ventilation			
(iii)	CCTV Cameras			
(iv)	Car scanner			
(v)	IT enabled system (boom barrier based solution including centralized database management solution, VMS etc.)			
(vi)	Others, if any			
5	Erection and Commissioning Charges, if any:			
6	Any Other Costs/ Misc.			
	Total			

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member, in case of a Consortium.

•

Appendix 15: Format of LOA

Directorate of State Transport, Government of Haryana
30 Bays Building, 2nd Floor, Sector 17C, Chandigarh 160017

Dated,
To,

{Name of Successful Bidder}

Subject: Letter of Acceptance (LOA) for Development of Bus Terminal at Ballabgarh, Haryana on DFBOT Basis.

Reference: Your proposal for the subject work dated

Sir,

1. This is in reference to the Proposal submitted by _____ {Name of Successful Bidder} by the Proposal Due Date _____ in response to the RFP Document no _____ dated _____ released by DST (along with the amendments made thereafter) dated _____ for **Development of Bus Terminal at Ballabgarh, Haryana on DFBOT Basis**.
2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by DST for this purpose.
3. Further, subsequent discussions were held with you on _____, and the summary of such discussions is set out in the enclosed Enclosure/s. {To be inserted where such discussions have been held}.
4. DST is now pleased to inform that _____ (name of Successful Bidder) has been selected as the Successful Bidder for **Development of Bus Terminal at Ballabgarh, Haryana on DFBOT Basis**.
5. This letter is intended to convey the acceptance of DST, subject to the terms & conditions specified in the RFP Document issued to your company and conditions set out in the draft Concession Agreement to be executed within _____ days from the date of this letter, of the Proposal submitted by Successful Bidder, wherein Successful Bidder has quoted *Annual Concession Fee of Rs. _____ /- {amount in words}* **OR** *Concession Period for the Commercial Facilities of _____ years*.
6. As a token of your acknowledgment of this letter, within 7 (seven) days

from the date of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory along with the Project Development Fee.

7. Further, you are also requested to comply with regard to the following:

- (a) To incorporate a Special Purpose Company in terms of Clause 2.1.13 of the RFP Document;
- (b) Execution of the Concession Agreement;
- (c) Furnish a Performance Guarantee for the sum of Rs._____, in terms of the draft Concession Agreement;

Kindly note that this communication by itself does not create any rights in you and your rights shall come into effect upon complying with conditions set out in para 6 and 7 and the execution of Concession Agreement.

Yours faithfully,

{authorized signatory}

Appendix 16: Guidelines of the Department of Disinvestment

No. 6/4/2001-DD-II
Government of India Department of Disinvestment
Block 14, CGO Complex
New Delhi.

Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for Bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the Bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order

based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all Bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The Bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

Appendix 17: Parameters for the Presentation on the Design of Bus Terminal

The Presentation to DST shall ensure adherence to the mandatory facilities as per draft Concession Agreement and could cover the following parameters:

1. Resource Allocation (Debt : Equity Ratio)
2. Traffic Management Plan
 - 2.1. Adequacy of traffic management plan during construction
 - 2.2. Efficiency of circulation plan within and around Parking Facility
 - 2.3. Efficiency of Pedestrian movement plan
 - 2.4. Adequacy of emergency traffic plan
3. Proposed Concept Design
 - 3.1. Design configuration – conceptual planning & architectural layouts of the facilities
 - 3.2. Preliminary design and drawings for all mandatory facilities as per draft Concession Agreement
 - 3.3. Pedestrian paths, passenger amenities, public conveniences and landscaping areas
 - 3.4. 3D Architectural Views
 - 3.5. Contingency plans – safety & disaster management plans, evacuation Plan
 - 3.6. Design attractiveness – Environment friendliness, aesthetics
 - 3.7. Sequencing and activity time schedule such as GANTT chart / an appropriate Time Activity Chart including procurement of the mechanical items and their installation
 - 3.8. Detailed methodology for construction including a plan for interim parking of vehicles during the construction period.
 - 3.9. Detailed methodology for operation and maintenance
 - 3.10. Bus, private vehicle, autos parking structure including number of Bus Bays and ECS proposed
 - 3.11. Proposed investment in Bus Terminal Facility (BTF) development
 - 3.12. IT enabled Parking Management System

During the Presentation, the Bidders are expected to submit hard copy of the presentation and Bidder's detailed plan, architectural design, 3D views and other drawings in a bound booklet of A-3 size in horizontal format.

Development of Bus Terminal on DBFOT Basis at Ballabgarh

Part II **Draft Concession Agreement**

Directorate of State Transport, Government of Haryana

Table of Contents

<u>ARTICLE 1</u>	<u>DEFINITIONS AND INTERPRETATION</u>	89
<u>1.1.</u>	<u>DEFINITIONS</u>	89
<u>1.2.</u>	<u>PRINCIPLES OF INTERPRETATION</u>	100
<u>1.3.</u>	<u>MEASUREMENTS AND ARITHMETIC CONVENTIONS</u>	102
<u>1.4.</u>	<u>AMBIGUITIES WITHIN AGREEMENT</u>	102
<u>1.5.</u>	<u>PRIORITY OF DOCUMENTS</u>	103
<u>ARTICLE 2</u>	<u>GRANT OF CONCESSION</u>	104
<u>2.1.</u>	<u>CONCESSION</u>	104
<u>2.2.</u>	<u>CONCESSION PERIOD</u>	105
<u>2.3.</u>	<u>ACTIONS IN SUPPORT OF CONCESSION</u>	105
<u>ARTICLE 3</u>	<u>CONDITIONS PRECEDENT</u>	107
<u>3.1.</u>	<u>CONDITIONS PRECEDENT FOR AUTHORITY</u>	107
<u>3.2.</u>	<u>CONDITIONS PRECEDENT FOR CONCESSIONAIRE</u>	107
<u>3.3.</u>	<u>OBLIGATIONS TO SATISFY CONDITIONS PRECEDENT</u>	108
<u>3.4.</u>	<u>NON-FULFILMENT OF CONDITIONS PRECEDENT</u>	108
<u>ARTICLE 4</u>	<u>PERFORMANCE SECURITY</u>	110
<u>4.1.</u>	<u>PERFORMANCE SECURITY</u>	110
<u>4.2.</u>	<u>FAILURE TO PROVIDE PERFORMANCE SECURITY</u>	110
<u>4.3.</u>	<u>APPROPRIATION OF PERFORMANCE SECURITY</u>	110
<u>4.4.</u>	<u>RELEASE OF PERFORMANCE SECURITY</u>	111
<u>4.5.</u>	<u>CORPUS FUND</u>	111
<u>ARTICLE 5</u>	<u>REPRESENTATIONS AND WARRANTIES</u>	113
<u>5.1.</u>	<u>REPRESENTATIONS AND WARRANTIES OF PARTIES</u>	113
<u>5.2.</u>	<u>ADDITIONAL REPRESENTATIONS AND WARRANTIES OF CONCESSIONAIRE AND/ OR SUCCESSFUL BIDDER</u>	113
<u>5.3.</u>	<u>DISCLOSURE</u>	115
<u>5.4.</u>	<u>DISCLAIMER</u>	115
<u>ARTICLE 6</u>	<u>PROJECT SITE</u>	117
<u>6.1.</u>	<u>POSSESSION OF SITE</u>	117
<u>6.2.</u>	<u>INFORMATION ABOUT SITE</u>	118
<u>6.3.</u>	<u>AUTHORITY'S PROPERTY AT SITE</u>	118
<u>6.4.</u>	<u>ACCESS TO SITE</u>	119
<u>6.5.</u>	<u>USE OF SITE</u>	119
<u>6.6.</u>	<u>SPECIAL/TEMPORARY RIGHT OF WAY</u>	119

6.7. DISPLAY OF AUTHORITY LOGO	119
ARTICLE 7 OBLIGATIONS OF PARTIES	120
7.1. OBLIGATIONS OF AUTHORITY	120
7.2. OBLIGATIONS OF CONCESSIONAIRE	121
7.3. OBLIGATIONS OF PARTIES	128
ARTICLE 8 PROJECT IMPLEMENTATION	129
8.1. DESIGNS AND DRAWINGS	129
8.2. MOBILISATION AND COMMENCEMENT	131
8.3. CONSTRUCTION OF BUS TERMINAL FACILITY	132
8.4. PROGRESS REVIEW DURING CONSTRUCTION	136
8.5. CONSTRUCTION COMPLETION	136
8.6. TESTS	137
8.7. OPERATION AND MAINTENANCE OF BUS TERMINAL FACILITY	139
8.8. CHANGE OF SCOPE	141
8.9. MONITORING AND INSPECTION	143
8.10. REPORTING REQUIREMENTS	149
8.11. PARKING CAPACITY AUGMENTATION	151
8.12. NO BREACH	152
8.13. BTF LICENSING ARRANGEMENTS w.r.t. COMMERCIAL AREAS/ PASSENGER AMENITIES WITHIN THE BUS TERMINAL FACILITY	152
ARTICLE 9 COMMERCIAL FACILITY	155
9.1. COMMERCIAL FACILITY SCHEME	155
9.2. CONSTRUCTION OF COMMERCIAL FACILITY	156
9.3. MARKETING AND ALLOTMENT OF BUILT UP AREA IN COMMERCIAL FACILITY	158
9.4. LICENSE OF BUILT UP AREAS IN COMMERCIAL FACILITY	159
9.5. MAINTENANCE OF COMMERCIAL FACILITY	161
9.6. OTHER PROVISIONS	162
ARTICLE 10 FINANCIAL COVENANTS	164
10.1. FORM OF FINANCES	164
10.2. ASSIGNMENT BY AUTHORITY	165
10.3. AUDIT AND ACCOUNT	165
10.4. ESCROW ACCOUNT	167
10.5. ANNUAL CONCESSION FEE	169
10.6. USER CHARGES for BTF	170
10.7. ADDA/ TERMINAL /ENTRY FEES	170
10.8. ADDITIONAL PAYMENT TO DST	171
10.9. ADVERTISEMENT RIGHTS	171

<u>ARTICLE 11</u>	<u>INSURANCE FOR PROJECT</u>	172
11.1.	<u>INSURANCE COVER</u>	172
11.2.	<u>EVIDENCE OF INSURANCE</u>	172
11.3.	<u>APPLICATION OF INSURANCE PROCEEDS</u>	173
11.4.	<u>INSURANCE COMPANIES AND WAIVER OF SUBROGATION</u>	173
<u>ARTICLE 12</u>	<u>FORCE MAJEURE</u>	175
12.1.	<u>FORCE MAJEURE EVENTS</u>	175
12.2.	<u>NOTICE OF FORCE MAJEURE EVENTS</u>	176
12.3.	<u>PERIOD OF FORCE MAJEURE</u>	177
12.4.	<u>PERFORMANCE EXCUSED</u>	177
12.5.	<u>RESUMPTION OF PERFORMANCE</u>	177
12.6.	<u>COSTS, REVISED TIMETABLE</u>	178
12.7.	<u>CONSULTATION AND DUTY TO MITIGATE</u>	178
12.8.	<u>LIABILITY FOR OTHER LOSSES, DAMAGES ETC.</u>	178
12.9.	<u>TERMINATION DUE TO FORCE MAJEURE EVENT</u>	179
12.10.	<u>DISPUTE RESOLUTION</u>	179
<u>ARTICLE 13</u>	<u>EVENTS OF DEFAULT</u>	180
13.1.	<u>EVENTS OF DEFAULT</u>	180
13.2.	<u>CONCESSIONAIRE EVENT OF DEFAULT</u>	180
13.3.	<u>AUTHORITY EVENT OF DEFAULT</u>	182
13.4.	<u>RIGHTS OF PARTIES</u>	182
13.5.	<u>CONSULTATION NOTICE</u>	182
13.6.	<u>REMEDIAL PROCESS</u>	183
13.7.	<u>OBLIGATIONS DURING REMEDIAL PERIOD</u>	183
13.8.	<u>REVOCATION OF CONSULTATION NOTICE</u>	184
13.9.	<u>TERMINATION DUE TO EVENTS OF DEFAULT</u>	184
<u>ARTICLE 14</u>	<u>TERMINATION/EXPIRY OF AGREEMENT</u>	185
14.1.	<u>TERMINATION PROCEDURE</u>	185
14.2.	<u>OBLIGATIONS DURING TERMINATION PERIOD</u>	185
14.3.	<u>REQUISITION</u>	185
14.4.	<u>CONDITION SURVEY</u>	186
14.5.	<u>CONSEQUENCES OF TERMINATION: In Relation to Bus Terminal Facility</u>	186
14.6.	<u>CONSEQUENCES OF TERMINATION: In Relation to Commercial Facility</u>	191
14.7.	<u>DIVESTMENT OF RIGHTS AND INTEREST</u>	192
<u>ARTICLE 15</u>	<u>LIABILITY AND INDEMNIFICATION</u>	193
15.1.	<u>LIABILITY OF CONCESSIONAIRE</u>	193
15.2.	<u>INDEMNIFICATION</u>	193

15.3. INDIRECT OR CONSEQUENTIAL LOSSES	195
15.4. SURVIVAL	195
ARTICLE 16 DISPUTE RESOLUTION	196
16.1. AMICABLE SETTLEMENT	196
16.2. ASSISTANCE OF EXPERT	196
16.3. ARBITRATION	196
ARTICLE 17 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY	198
17.1. INTELLECTUAL PROPERTY RIGHTS	198
17.2. CONFIDENTIALITY	198
17.3. SURVIVAL	199
ARTICLE 18 SAFETY REQUIREMENTS	200
18.1. SAFETY REQUIREMENTS	200
18.2. ACCIDENTS	200
ARTICLE 19 MISCELLANEOUS PROVISIONS	202
19.1. GOVERNING LAW AND JURISDICTION	202
19.2. WAIVER & REMEDIES	202
19.3. SURVIVAL	202
19.4. ENTIRE AGREEMENTS AND AMENDMENTS	203
19.5. NOTICES	203
19.6. SEVERABILITY	204
19.7. NO PARTNERSHIP	204
19.8. LANGUAGE	205
19.9. EXCLUSION OF IMPLIED WARRANTIES ETC.	205
19.10. COUNTERPARTS	205
19.11. FURTHER ASSURANCES	205
19.12. REMEDIES CUMULATIVE	205
19.13. NO LIABILITY FOR REVIEW	205
19.14. TIME	206
19.15. CHANGE IN LAW	206
19.16. DEPRECIATION	206
19.17. VIOLATION OF TERMS	206
19.18. INTEREST AND RIGHT OF SET OFF	207
19.19. WAIVER OF IMMUNITY	207
19.20. THIRD PARTIES	207
19.21. SUCCESSORS AND ASSIGNS	208
19.22. VALIDITY	208

List of Schedules	
SCHEDULE A:	Copy of Legal Title of Project Site
SCHEDULE B:	Project Site
SCHEDULE C:	Project Facilities
SCHEDULE D:	Development of Project Bus Terminal
SCHEDULE E:	Specifications and Standards
SCHEDULE F:	List of Applicable Permits
SCHEDULE G:	Format of Bank Guarantee for Performance Security
SCHEDULE H:	Project Completion Schedule
SCHEDULE I:	Vesting Certificate
SCHEDULE J:	Completion Certificate
SCHEDULE K:	Maintenance Requirements
SCHEDULE L:	Safety Requirements
SCHEDULE M:	List of Banned Activities
SCHEDULE N:	Transition Plan
SCHEDULE O:	Terms of Reference for Independent Engineer
SCHEDULE P:	Fee Related to Project Bus Terminal in Fee Notification
SCHEDULE Q:	Liquidated Damages
SCHEDULE R:	Escrow Agreement
SCHEDULE S:	Copies of Relevant Documents related to Bidding Process
SCHEDULE T:	Approved CF Scheme
SCHEDULE U:	Specifications of Bus Depot

- a) Copy of RFQ cum RFP Notice
- b) Copy of Minutes of Pre-bid Meeting and Addendum to RFQ cum RFP documents
- c) Copy of Relaxations in the terms & conditions of RFQ cum RFP documents offered by Authority
- d) Approved Designs and Drawings
- e) Copy of Letter of Award
- f) Copy of Certificate of Incorporation of the Concessionaire
- g) Memorandum and Articles of Association of the Concessionaire
- h) Certified copy of Resolution by the Board of the Concessionaire authorizing the execution of this Agreement

CONCESSION AGREEMENT FOR DEVELOPMENT OF BUS TERMINAL AT BALLABGARH

THIS CONCESSION AGREEMENT is made this _____ day of _____ 20_____

BY AND BETWEEN

Directorate of State Transport, Government of Haryana, having its office at _____, (hereinafter referred as “**DST**” or “**Authority**”, which expression shall, unless the context otherwise requires, include its successors and assigns);

AND

M/S _____, a company incorporated under the Companies Act, 2013 and having its registered office at _____ (hereinafter the “**Concessionaire**”, which expression shall, unless the context otherwise requires, include its successors and permitted assigns).

WHEREAS:

- A. The Authority is keen to improve the urban transport infrastructure in the city of Ballabgarh. As a part of this effort, it is proposed to develop and establish state-of-the-art Bus Terminal at Ballabgarh through private sector on Design, Built, Finance, Operate and Transfer (“DBFOT”) basis to provide better infrastructure and modern transport facilities to the Users.
- B. The Project comprises, subject to the terms and conditions of this Agreement, the development, design, financing, construction, operation and maintenance of the Project Facilities by the Concessionaire during the Concession Period, including the right to develop, design, finance, construct and maintain the Commercial Facility and to undertake the marketing, booking and allotment of built up area therein to demand, charge, collect, retain and appropriate the User Charges and the Premia, as the case may be.
- C. Pursuant to the above, the Authority undertook a transparent competitive bidding process and issued a Request for Qualification cum Request for Proposal (RFQ cum RFP) document dated _____ inviting bids for the Project and selected M/s _____, as the Successful Bidder, which has since incorporated the Concessionaire (the “**SPC**”) for implementing the Project.
- D. The Authority hereby grants the Concession for the Project to the Concessionaire in accordance with the provisions hereof.

- F. The Concessionaire acknowledges and confirms that it has undertaken a due diligence of all aspects of the Project including technical and financial viability, legal due diligence, demand for the Project Facilities and on the basis of its independent satisfaction hereby accepts the Concession and agrees to implement the Project, at its cost and expense, in accordance with the terms and conditions of this Agreement.
- G. Following the Successful Bidder/ Concessionaire fulfilling the pre-conditions to the execution of this Agreement by,
- (a) making payment of Rs. _____ (Rupees _____ only), to Authority towards Annual Concession Fee payable on execution of Concession Agreement in terms of Clause 10.5 and further,
 - (b) furnishing to Authority an unconditional and irrevocable bank guarantee of Rs. _____ (Rupees _____ only) as Performance Security, as per the provision of Letter of Award to the Successful Bidder,
- the Authority has agreed to the implementation of the Project by the Concessionaire on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

In this Agreement, unless repugnant to the context or inconsistent therewith, the following words, phrases and expressions shall bear the meaning hereinafter respectively assigned to them:

“Annual Concession Fee” means the fee of Rs. _____ (Rupees _____ only), quoted by the Successful Bidder in the financial/price proposal of the Bid and accepted by the Authority that shall be paid by the Concessionaire to the Authority in accordance with the provisions hereof in consideration for the grant of the Concession.

“Affected Party” shall have the meaning set forth in Clause 12.1.

“Agreement” or **“Concession Agreement”** means this agreement including the recitals, schedules and attachments hereto as may be amended, supplemented or modified in accordance with the provisions hereof.

“Agreement Date” means the date of this Agreement.

“Applicable Laws” means any statute, ordinance, notification, rule, regulation, judgement, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or having the force of law in the Republic of India and the State, by any Competent Authority or instrumentality thereof, whether in effect as of the date of this Agreement or thereafter.

“Advertisement Revenue” means the amounts of money that the Concessionaire may, subject to the provisions hereof, demand, charge, collect, retain and appropriate in respect of the Concessionaire’s right to advertise and set up and display hoardings, billboards and other information panels in the area of Project Facility or to grant licenses for such rights, provided that such rights shall be exercised in accordance with the Applicable Laws, terms of Clearances and orders, decrees directions of courts.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

“Authority Facilities” mean the facilities set forth in Schedule D.

“Bid” or **“Proposal”** means the documents in their entirety comprised in the

proposal or bid submitted by the Successful Bidder, M/s _____ (including the qualification, technical and financial proposal or bid) in response to the Request for Qualification cum Request for Proposal, and accepted by Authority, with amendments and modifications, if any, pursuant to negotiations between the Parties, signed for verification by the authorised representatives of the Parties, attached hereto as Schedule S.

“Bid Security” means the bank guarantee/demand draft in favour of Authority of Rs. _____ (Rupees _____ only) provided by the Successful Bidder, M/s _____, along with the Bid.

“Bus Terminal Facility” or **“BTF”** means the facilities comprising (i) the bus terminal facilities; (ii) the Passenger Amenities (commercial built up area in the BTF e.g. shops, kiosks etc. and other passenger facilities, conveniences and amenities, including parking lots/spaces developed specifically for Bus Terminal requirement as mentioned in Schedule D); (iii) the Authority Facilities (if any); (iv) the common areas and facilities; and (v) any other structures, works, appurtenances or facilities constructed at the Project Site, more particularly described in Schedule D, that shall be developed, designed, financed, constructed, operated and maintained by the Concessionaire at the Site; provided that the Authority Facilities shall be operated and maintained by Authority, at its cost from the Operations Date.

“BTF Project Cost” means the lowest of the following:

- (a) Project Cost for the **BTF** as set forth in the Financing Documents.
- (b) Actual Capital Cost of the **BTF** upon completion thereof as certified by Statutory Auditors.
- (c) A sum of Rs. _____ (Rupees _____ only).

“BTF Implementation Schedule” means the Implementation Schedule for the Bus Terminal Facility as set forth in Schedule H.

“Built-Up Area” means the area covered by a building on all floors including the cantilever portion, if any, but except the areas excluded specifically under local authorities development control norms/ regulations.

“Business Day” means a day on which banks are generally open in Ballabgarh for transaction of normal banking business.

“CF License Agreements” shall have the meaning set forth in Clause 9.4(a).

“Change in Law” means occurrence of any of the following events after the execution of this Agreement:

- (a) enactment of any new Applicable Law;
- (b) the repeal in whole or in part (unless re-enacted with the same effect) or modification of any existing Applicable Law;
- (c) the change in interpretation or application of any Applicable Law;
- (d) the imposition of a requirement for a Clearance(s) (other than for cause) not required on the date of this ;
- (e) after the date of grant of any Clearance(s), a change in the terms and conditions attaching to such Clearance (s) (other than for cause) or the attachment of any new terms and conditions to a Clearance (s)(other than for cause); or
- (f) any Clearance (s) previously granted ceasing to remain in full force and effect, though there is no fault of or breach by a party (including a failure to renew), or if granted for a limited period, not being renewed on a timely basis on an application therefore having been duly made in good time.

For the avoidance of doubt, a change in the rate of any Tax or the imposition of a new Tax shall not constitute a Change in Law and the Parties shall be liable to bear the impact and incidence thereof at their cost and risk.

“Clearances” means any and all permissions, clearances, licenses, permits, consents, no-objections, exemptions, registrations, filings or other authorisations of whatever nature, including without limitation environmental clearances, approvals of or from any Competent Authority required in connection with the Project and for undertaking, performing or discharging the obligations or fulfilment of the purposes contemplated by this Agreement. An indicative list is set forth in Schedule F.

“Commercial Facility” or **“CF”** means the commercial facility, comprising built-up area (shops, offices etc.), the common areas (including the parking lots specifically developed for Commercial Facility, and as applicable, the green areas, internal roads, landscape structures etc.) along with the support infrastructure, facilities and amenities that shall be developed, designed, financed, constructed, completed, commissioned, operated and maintained by the Concessionaire at the Site (above the Bus Terminal Facility and/or as a separate building/structure constructed on a standalone basis) and marketed, allotted and licensed (under and pursuant to CF License Agreement) in accordance with the provisions hereof.

“Commercial Operations” means the commercial use of the Bus Terminal Facility by charging, demanding, collecting, retaining and appropriating the User Charges.

“Competent Authority” means Gol, any state government or any

governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local having jurisdiction over the Project, the Concessionaire, the Project Assets, the Project Site and the Works or the performance of all or any of the services, obligations or covenants of Concessionaire under or pursuant to this Agreement or any portion thereof.

“Completion Certificate” shall have the meaning specified in Clause 8.6.

“Compliance Date” shall have the meaning specified in Clause 3.3 (b).

“Concession” shall have the meaning ascribed thereto in Clause 2.1.

“Concession Period” means the period specified in Article 2.

“Conditions Precedent” means the conditions set out in Article 3 hereof.

“Consortium” means the group of entities that have jointly submitted the Proposal for the Project and have been termed as Consortium members in the SPC formed to implement the Project.

“Construction Completion” shall have the meaning specified in Clause 8.5 (a).

“Construction Completion for BTF” shall have the meaning specified in Clause 8.5 (a).

“Construction Period for BTF” means period specified in Schedule H.

“Damages” shall have the meaning set forth in Clause 1.2 (q);

“Debt Due” means the aggregate of the following sums expressed in Indian Rupees outstanding and payable to the Lenders in respect of the Bus Terminal Facility under the Financing Documents:-

- (a) The principal amount of the debt provided by the Lenders under the Financing Documents for financing the Bus Terminal Facility which is outstanding as on the Transfer Date, excluding any part of the principal (of such debt) that had fallen due for repayment one year prior to the Transfer Date unless such repayment had been rescheduled with the prior consent of the Authority; and
- (b) All accrued interest, financing fee and charges payable on or in respect of the debt referred to in the sub-clause (a) above up to the date preceding the Transfer Date but excluding any interest or charges that had fallen due one year prior to the Transfer Date, and penal interest or charges payable under the Financing

Documents to the Lenders.

“Designs and Drawings” includes the conceptual and detailed designs, working drawings and engineering, plans, backup technical information required for the Project Facilities and all calculations, samples, patterns, models, specifications and other technical information relating thereto.

“Developmental Standard(s)” means the minimum parameters and standards to be achieved by the Concessionaire in the construction, development and operations of the Project in accordance with internationally sound engineering practices, National Building Code and Applicable Law and / or as determined by the relevant Governmental Authority.

“Directive” means any present or future requirement, instruction, direction, order, rule or regulation issued by any Competent Authority which is legally binding or which is notified/directive issued by the Authority to the Concessionaire, and any modification, extension or replacement thereof from time to time in force.

“Dispute” shall have the meaning set forth in Article 16.

“Dispute Resolution Procedure” means the procedure for resolution of disputes set forth in Article 16.

“Easementary Rights” means all easements, reservations, right of way and other similar purposes, or zoning or other restrictions as to the use of the real property, which are necessary or appropriate for the conduct of activities of the Concessionaire related to the Project Facilities or which customarily exist on properties which are similarly situated and are engaged in similar activities.

“Encumbrances” means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Project Facilities or Third Party claims or rights of any kind attaching thereto.

“Equity” means the sum expressed in Indian Rupees representing the equity share capital of the Concessionaire for the Project and shall include the funds advanced by any Consortium Member or by any of the shareholders of the Concessionaire for meeting the equity component of the Total Project Cost. Provided, however, that for the purposes of computing Termination Payments under this Agreement, Equity shall be reckoned as an amount that is arrived at after excluding from the equity share capital of the Concessionaire (relating to the BTF Project Cost) the sum by which the capital cost of the Bus Terminal Facility, as stated by the Concessionaire for purposes of claiming Termination Payments, exceeds the BTF Project Cost. Provided further, any equity brought

in after Operations Date shall not be considered or taken into account for the purpose of Termination Payment.

“Escrow Account” means the bank account which the Concessionaire shall open and maintain with the Escrow Bank into which all the inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited or debited, as the case may be, in accordance with the provisions hereof and of the Escrow Agreement and shall include the sub-accounts of such account.

“Escrow Agreement” means the agreement to be entered into by and among the Authority, the Concessionaire, the Lenders/Lenders’ representative and the Escrow Bank in relation to the opening and operation of the Escrow Account, substantially in the form set forth in Schedule R.

“Escrow Bank” means the bank, mutually agreed upon by the Authority, the Concessionaire for the purpose of opening the Escrow Account.

“Event of Default” means a Concessionaire Event of Default and/or a Authority Event of Default, as the context may require or admit.

“Financial Closure” means the date on which the Financing Documents providing for funding by the Lenders have become effective and the Concessionaire has immediate access to such funding under the Financing Documents.

“Financial Year” means the year commencing from 1st April of any calendar year to the 31st March of the next calendar year except in the first and the last calendar year of the subsistence of this Agreement. In the first year of subsistence of this Agreement, it means the period from the Compliance Date to the 31st March of next calendar year. In the last year of subsistence of this Agreement, it means the period from 1st April to the Transfer Date.

“Financing Documents” means the documents executed by the Concessionaire in respect of financial assistance (including refinancing) for the Project to be provided by the Lenders by way of loans, advances, subscription to debentures and other debt instruments and guarantees, risk participation, take-out financing, or any other form of credit enhancement and shall include loan agreements, guarantee agreements, subscription agreements, notes, debentures and any documents providing security for such financial assistance. Provided that for the purpose of computing Termination Payments and Debt Due, the financial assistance provided by the Lenders under such documents shall be restricted to the financial assistance for the Bus Terminal Facility.²

² The Bid and the Financing Documents shall set forth the separately the BTF Project Cost and the Total Project Cost.

“Force Majeure” or **“Force Majeure Event”** shall mean an act, event, condition or occurrence specified in the Article 12.

“Good Industry Practice” means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of engineering, procurement, construction, equipment, safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled concessionaire/ contractor and/or operator, in the implementation, operation and maintenance and supervision of a project of the type and size similar to the Project.

“Government of Haryana” or **“State Government”** means the Government of the State of Haryana, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the State Government and its administrators, successors and assigns.

“Gol” means the Government of India.

“Independent Engineer” means any reputed Person appointed in accordance with Clause 8.9.1(a) for supervision and monitoring of compliance of implementation and operation & maintenance of Project Facilities by the Concessionaire and to undertake, perform, carry out the duties, responsibilities, services and activities as set out Schedule O.

“License Register” shall have the meaning set forth in Clause 9.4(h).

“Lenders” means financial institutions, banks, non-banking financial companies, funds, trusts or trustees of the holders of debentures or other securities who provide financial assistance to the Concessionaire under the Financing Documents.

“Maintenance Review Committee” means the committee specified in Clause 8.9.2(a) hereof.

“Material Adverse Effect” means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects or is likely to affect the Project/ the performance of the transactions contemplated by this Agreement or has/is likely to have a Material Adverse Effect.

“Operations Date” means the date on which the Independent Engineer in consultation with the Authority issues the Provisional Certificate or the Completion Certificate for the Bus Terminal Facility, upon which the Concessionaire commences Commercial Operations.

“Operations Period” is the period commencing from the Operations Date and ending on the expiry or termination of this Concession Period.

“O&M” means the operations and maintenance of the BTF and/or CF, as the context admits or requires (other than the Authority Facilities) and includes inspection, surveys, testing, checks, and remedying the defects therein in accordance with the provisions of this Agreement, including the Specifications and Standards and Good Industry Practice.

“Passenger Amenities” means amenities as set out in Schedule D.

“Party” means either the Authority or the Concessionaire, and **“Parties”** means collectively the Authority and the Concessionaire.

“Performance Security” means the irrevocable and unconditional bank guarantee provided by the Concessionaire from a nationalised/ scheduled bank approved by the Authority, substantially in the form set out in Schedule G, as guarantee for the performance of its obligations in respect of the Project.

“Performance Standards” or **“Minimum Operation & Maintenance Requirements”** means the standards for the operation and maintenance of the Bus Terminal Facility (excluding the Authority Facilities), as set forth in Schedule K.

“Person” means any natural person, firm, corporation, company, voluntary association, partnership, joint venture, trust, incorporated organisation, unincorporated organisation, any government or competent authority or instrumentality thereof or other entity.

“Possession through Leave and License” means constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Project in accordance with this Agreement.

“Premia” means the amounts of money that the Concessionaire may, subject to the provisions hereof, demand, charge, collect, retain and appropriate from the applicants (persons making bookings)/ allottees/ Licenses / other persons in respect of the built up areas in the Commercial Facility at the market driven rates determined by the Concessionaire.

“Project” means, subject to the provisions of this Agreement, the (i)

development, financing, design, construction, operation, maintenance and transfer of the Project Facilities (excluding operation and maintenance of the Authority Facilities) at the Project Site and all activities incidental thereto.

“Project Agreements” means, collectively this Agreement, the engineering, procurement and construction (EPC) agreements, operation and maintenance (O&M) agreements (excluding the Authority Facilities) and any other material agreements (other than the Financing Documents) entered into or may hereinafter be entered into by the Concessionaire in connection with the Project Facility.

“Project Assets” means collectively the assets of BTF and CF, in each case comprising all tangible and intangible assets relating respectively to the BTF and/or CF, as the case may be, including, but not limited to, (a) rights over the Site in the form of license, right-of-way or otherwise; (b) tangible assets such as foundation, buildings, substructures and superstructures, pavements, over-bridges, works, subways, drainage facilities, sign boards, equipment, electrical works for lighting of and telephone and communication equipment; (c) financial assets, such as receivables, cash and investments; (d) rights under the Project Agreements and other agreements and (e) insurance proceeds.

“Project Facilities” means collectively the Bus Terminal Facility and Commercial Facility.

“Project Site” or **“Site”** means the lands, appurtenances and rights in relation thereto on, including Easementary Rights and the approach land on, under, in or through which the Project Facilities or any other construction relating thereto is situated, located, passes through, sits upon or overlies, more particularly described in Schedule B and depicted on the site plan attached thereto.

“Provisional Certificate” means certificate in respect of the Bus Terminal Facility issued by the Independent Engineer in consultation with the Authority pursuant to Clause 8.6.

“Punch List” shall have the meaning specified in Clause 8.6 (b).

“Project Capital Outlay” means the capital cost quoted by the Successful Bidder in its Proposal.

“Request for Qualification cum Request for Proposal” or **“RFQ cum RFP”** means the Request for Qualification cum Request for Proposal dated _____, 20__ issued by the Authority inviting bids/proposals for the Project, and includes any addendum/clarifications issued in respect thereof by the Authority.

“Rs.” or **“Rupees”** refers to the lawful currency of the Republic of India;

“SBI PLR” means the prime lending rate per annum for loans with 1 (one) year maturity as fixed from time to time by the State Bank of India, and in the absence of such rate, the average of the prime lending rates for loans with 1 (one) year maturity fixed by the Bank of Baroda and the Bank of India and failing that any other arrangement that substitutes such prime lending rate as mutually agreed between the Parties.

“Scheduled Construction Completion Date for BTF” shall have the meaning specified in Clause 8.5(b).

“Security Interest” means any existing or future mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any Person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any Applicable Law.

“Successful Bidder” means the Consortium/entity that has been successful in the bidding process for the Project and that has incorporated the Concessionaire.

“Specifications and Standards” means the collectively the Technical Specifications and Standards and the Performance Standards for the Bus Terminal Facility or Commercial Facility, either of them as the context admits or requires.

“Statutory Auditors” means a reputed firm of chartered accountants duly licensed to practice in India acting as Statutory Auditors of the Concessionaire.

“Subcontractor” means the equipment, procurement and construction (EPC) contractor(s) and/or operation and maintenance (O&M) contractor (s) and/or any other contractors and sub-contractors, manufacturers or suppliers of Works or part thereof, as the context admits or require, to whom the Concessionaire contracts or subcontracts the Works relating to the Project Facilities.

“Substitute Entity” means the entity specified in Clause 13.6 (b).

“Taxation” or **“Tax”** means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a

withholding or deduction for or on account of tax or otherwise) and/or levied of any nature whatsoever, whether by GoI, State Government or Competent Authorities, and in respect of any Person and all penalties, charges, costs and interest relating to it.

“Technical Specifications and Standards” means Developmental Standard and the technical specifications and standards for the Bus Terminal Facility set forth in Schedule E hereof.

“Termination” means prior termination of this Agreement pursuant to Termination Notice but shall not, unless the context otherwise requires, include the expiry of this Agreement due to efflux of time in the normal course.

“Termination Payment” means the aggregate of the amounts payable by Authority to the Concessionaire under this Agreement upon Termination. Provided, however, that for purposes of determining such Termination Payments the capital cost of the Project shall at all times be reckoned as an amount not exceeding the BTF Project Cost and the liability of the Authority to make such payments shall be determined as if such capital cost of the Project is restricted to BTF Project Cost.

“Third Party” means any Person, real or judicial, or entity other than the Authority and the Concessionaire.

“Third Party Agreements” means all Agreements entered into between the Concessionaire and third Persons, including, but not limited to other Agreements with Concessionaire and vendors of any goods or services to the Concessionaire.

“Tests” means the tests to be carried out pursuant to this Agreement.

“Total Project Cost” means the lowest of the following:

- (a) Project Cost (both BTF and CF) as set forth in the Financing Documents.
- (b) Actual Capital Cost of the Project upon completion thereof as certified by Statutory Auditors.
- (c) A sum of Rs. _____ (Rupees _____ only).

“Transaction Documents” means collectively the Project Agreements and the Financing Documents.

“Transfer Date” means the day immediately following the last day of the Concession Period, including any extensions thereto or earlier termination thereof, in accordance with the terms of this Agreement.

“Users” means Persons and entities using the Bus Terminal Facility.

“User Charges” means the charges, levies, adda/ bus entry fees, bus night parking fees, tariffs, prices, license fees, parking fees, royalties, service charges, parking fees from parking lots/facilities, or all sources of revenue or amounts of money by whatever name called that are payable at any time and from time to time by any Person/entity/user to the Concessionaire in respect of the Bus Terminal Facility (excluding the Authority Facilities) and Advertisement Revenue.

“Vacant Possession” means delivery of possession of the lands comprising the Project Site or part thereof, free from all Encumbrances, and the grant of all Easementary Rights and all other rights appurtenant thereto.

“Works” or “Scope of Works” means the works relating to the development, design, construction and O&M of the Project Facilities or any other ancillary activity (singularly or collectively, as the context admits or requires), to be undertaken by the Concessionaire and/or its Subcontractors in accordance with the provisions hereof, including the Specifications and Standards, and the services and things to be designed, engineered, constructed, supplied, executed, manufactured, installed, completed, tested, commissioned, rectified, replaced, made good, carried out and undertaken and any other permanent, temporary or urgent works required hereunder in respect of such facility, detailed in Schedule D.

“WPI” means the wholesale price index for all commodities published monthly by the Office of the Economic Advisor to the Government of India, Ministry of Commerce and Industry, GoI and shall include any index which substitutes the WPI.

1.2. PRINCIPLES OF INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) 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;
- (b) words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender; and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (c) the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or

interpretation of this Agreement;

- (d) words “include” and “including” are to be construed without limitation;
- (e) any reference to any point in time shall mean a reference to that point in time according to Indian Standard Time; any reference to Rs. or Rupees shall mean a reference to Indian Rs. or Rupees (currency of India);
- (f) any reference to day shall mean a reference to a calendar day; any reference to month shall mean a reference to a calendar month;
- (g) the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (h) reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified, novated or suspended at the time of such reference;
- (i) references to recitals, clauses, sub-clauses, schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, clauses, sub-clauses, schedules of or to this Agreement;
- (j) “lakh or lac” means a hundred thousand (100,000) and “crore” means ten million (10,000,000);
- (k) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a Business Day, then the period shall run until the end of the next Business Day;
- (l) references to “construction” include, unless the context otherwise requires, investigation, design, development of site, engineering, procurement, delivery, transportation, installation, processing, fabrication, upgradation, equipping, installation, establishment, testing, commissioning and other activities incidental to the construction and “construct” shall be construed accordingly;
- (m) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effective only if it is in writing under the hands of duly authorised representative of such

Party or the Independent Engineer;

- (n) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate or determination by any Person, unless otherwise specified, such notice, consent, approval, certificate or determination shall be in writing and the words “notify”, “endorsed”, “consent”, “approval”, “certify” or “determined” shall be construed accordingly;
- (o) unless otherwise provided, any interest to be calculated and payable under this Agreement shall accrue on a monthly basis and from the respective due dates as provided for in this Agreement;
- (p) any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning;
- (q) the damages payable by a Party to the other Party as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage/liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”);
- (r) reference to an individual shall include his legal representative, successor, legal heir, executor and administrator; and
- (s) reference to a Person shall be construed as including a reference to its successors and permitted assigns in accordance with their respective interests.

1.3. MEASUREMENTS AND ARITHMETIC CONVENTIONS

All measurements and calculations shall be in metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4. AMBIGUITIES WITHIN AGREEMENT

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) Between two Clauses of this Agreement, the provisions of specific Clauses relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) Between the Clauses and the Schedules, the Clauses shall prevail, save and except as expressly provided in the Clauses or the Schedules;

- (c) Between the written description on the drawings and the Scope of Work or Specifications and Standards, the Scope of Work or Specifications and Standards shall prevail;
- (d) Between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and
- (e) Between any value written in numerals and that in words, the latter shall prevail.

1.5. PRIORITY OF DOCUMENTS

The documents forming part of the bidding process leading to this Agreement shall be interpreted in the following descending order of priority:

- (a) This Agreement
- (b) Designs and Drawings of the Project
- (c) The Schedules to this Agreement
- (d) The Letter of Award issued to the Concessionaire
- (e) The written clarifications issued to the bidders
- (f) Written addenda to the RFQ cum RFP Document
- (g) The RFQ cum RFP Document
- (h) The Concessionaire's Bid or Proposal
- (i) Written addenda to the RFQ cum RFP Notice/Advertisement, if any
- (j) The RFQ cum RFP Notice /Advertisement

ARTICLE 2 GRANT OF CONCESSION

2.1. CONCESSION

Subject to the terms and conditions of the Agreement, the Authority grants to the Concessionaire and the Concessionaire hereby accepts the Concession including the exclusive right, authority and authorisation during the subsistence of this Agreement, to plan, design, finance, engineer, construct, develop, operate, maintain and manage the Project and enjoy its commercial benefits for the Concession Period.

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Concession hereby granted shall entitle the Concessionaire, the exclusive right and authority to enjoy and undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits:

- (a) Develop, design, finance, construct, manage, operate and maintain the Bus Terminal Facility as per the Scope of Work of the Project as mentioned in Schedule D as per good industry practice and to manage and handle the use thereof by third parties;
- (b) Demand, charge, collect, retain and appropriate User Charges;
- (c) Manage and handle the bus movement within the Bus Terminal Facility;
- (d) Manage and handle the movement of pedestrian traffic and intermediate passenger transport/other vehicles within the Bus Terminal Facility;
- (e) Manage, operate and execute rights over all or any part of the Project Assets without any limitation or restriction other than those expressly set out in this Concession Agreement;
- (f) Have access and liberty to plan, design, construct, finance, maintain and operate the proposed Project with the associated facilities and services at the Project Site during the Concession Period, in accordance with the provisions of this Agreement.
- (g) demand, charge, collect, retain and appropriate the Premia from the applicants/ allottees/ Licensees/ other persons in respect of the built up area thereat in accordance with the provisions hereof;
- (h) Handover the Bus Terminal Facility and Commercial facility to the Authority on the respective Transfer Dates;

- (i) enjoy Possession through Leave and License over the Site for Concession Period, in accordance with the provisions of this Agreement;
- (j) have exclusive right and authority, during the Concession Period, to carry out the specified activities in relation to the respective parts of the Project Facilities; and
- (k) Exercise and/or enjoy the rights, powers, privileges, authorisations and entitlements as set forth in this Agreement.

2.2. CONCESSION PERIOD

The Concession Period shall commence from the Compliance Date and shall extend for a period of _____ years from the Compliance Date or the earlier termination or any extension of this Agreement in terms hereof.

Upon expiry of the Concession Period, by efflux of time, DST may appoint the Concessionaire to undertake such operation and maintenance for such period and on such terms and conditions as are mutually agreed between them and, as necessary, set forth in additional writings or supplementary agreement(s). This exercise should preferably be conducted and completed during the condition survey period under Clause 14.4 herein below. In the event, DST and the Concessionaire are unable to reach an agreement in this behalf by the expiry of Concession Period, DST shall commence operation and maintenance by itself or its appointed agency.

2.3. ACTIONS IN SUPPORT OF CONCESSION

- (a) The Authority shall take steps to ensure that all State Government undertaking / State Corporation buses, halt, take up and set down bus passengers as per their schedule at the Bus Terminal at Ballabgarh. Upon written request from the Concessionaire, subsequent to authorization by the concerned Competent Authorities, the Authority shall also take steps to ensure that private buses park and halt at BTF.
- (b) The Authority shall assist the Concessionaire, as necessary and mutually agreeable, to enable the Concessionaire to achieve Financial Closure. Such assistance shall include discussion in good faith and entering into appropriate further documentation or additional writings in order to facilitate the process of achieving Financial Closure and which do not materially and adversely affect the rights and interests of the Authority hereunder or impose additional material liabilities.
- (c) In order to implement the Project, the Concessionaire shall have the right to sub-contract to Subcontractors, at its cost and risk, any of the Works without in any way relieving the Concessionaire of its obligations

as set out in this Agreement, provided such Subcontractors are capable of discharging the obligations under this Agreement for and on behalf of the Concessionaire and possess the qualifications, experience and skills for undertaking such works; provided further, in the event the Concessionaire subcontracts over 50% or whole of the works relating to the Project Facilities, it may do so only with the prior written consent of the Authority, which consent shall be given within 30 (thirty) days of receipt of the Concessionaire's written request in this behalf, failing which the Authority shall be deemed to have consented to such subcontracting. Notwithstanding the express or deemed consent of the Authority to such subcontracting, the Concessionaire shall be solely responsible for the same and shall not be relieved in any manner of its obligations herein. The Concessionaire shall ensure that any of its obligations, which are relevant to the scope of work of a Subcontractors, pursuant to this Agreement, are incorporated in the terms and conditions under which such Subcontractors is retained.

- (d) The Authority shall use best efforts to ensure that the other concerned Competent Authorities expend the requisite facilitation and assistance to the Concessionaire in the implementation of the Project Facilities, including the construction of the approach roads to and from the Site, the provision of police assistance on payment by Concessionaire at the applicable rates and the approvals or facilitation needed from the municipal/ local bodies.
- (e) The Authority hereby acknowledges the right of the Concessionaire to handle and manage the movement of vehicles at the Site and the parking of vehicles in the parking lots thereat from time to time as may be reasonably necessary for undertaking the obligations hereunder and to shut down the bus bays at the Bus Terminal temporarily in cases of emergency, in consultation with the Authority, as feasible. Any such handling, management or shutdown of the bus bays shall not be a breach by the Concessionaire of its obligations under this Agreement or be construed as a repudiation by the Concessionaire of its rights to the Concession granted under this Agreement. The Concessionaire shall keep all such closures to a minimum so as to ensure smooth movement and parking of vehicles and pedestrian movement.

ARTICLE 3 CONDITIONS PRECEDENT

Save and except as may otherwise be expressly provided herein, the obligations of a Party under this Agreement shall be subject to the satisfaction in full of the conditions precedent relating to the other Party (the “**Conditions Precedent**”).

3.1. CONDITIONS PRECEDENT FOR AUTHORITY

The obligations of the Concessionaire hereunder are subject to the satisfaction in full of the following Conditions Precedent of Authority. The Authority shall have:

- (a) Handed over to the Concessionaire the Possession of the Project Site in accordance with the terms of this Agreement; and
- (b) Made/procured change in the land use of the Project Site at its cost, if required.

3.2. CONDITIONS PRECEDENT FOR CONCESSIONAIRE

The obligations of Authority hereunder are subject to the satisfaction in full of the following Conditions Precedent of the Concessionaire. The Concessionaire shall have

- (a) Provided to the Authority certified true copies (certified as true by the Director of the Concessionaire) of its constitutional documents and all the board resolutions adopted by the Board of Directors authorising the execution, delivery and performance of this Agreement by the Concessionaire;
- (b) Achieved Financial Closure and provided to Authority notarised true copies of the Financing Documents along with soft copies;
- (c) All the representations and warranties of the Concessionaire as set forth in its Bid (by Successful Bidder) and this Agreement are true and correct as on the date of execution of this Agreement and as on the Compliance Date;
- (d) delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof;
- (e) Submitted to Authority the final Designs and Drawings for the Project adhering to Authority requirements;

It may be noted that as per local building bye-laws available Floor Area Ratio (FAR) is 1.50. In case of utilization of any additional FAR, The Concessionaire shall make proportionate payment of premium to Authority as per evaluation carried out by Authority as per Clause 9.2(d). Any development fees or any other charges payable for use of such additional FAR shall be payable by the Concessionaire to the relevant Competent Authorities.

- (f) Made all the applications at its cost and procured the Clearances set out in Schedule F, including environmental clearances that are required for commencing construction and execution of the Works unconditionally or if subject to conditions then all such conditions have been satisfied in full and such Clearances are in full force and effect;
- (g) Submitted to Authority an unconditional and irrevocable demand bank guarantee for a sum of Rs. _____ (Rupees _____)³ in favour of Authority from a scheduled nationalized bank acceptable to the Authority and payable and enforceable in Ballabgarh (**“Performance Security”**);
- (h) Has paid Annual Concession Fee to Authority as prescribed in Clause 10.5 of this Agreement;⁴

Provided that upon request in writing by the Concessionaire, the Authority may, in its sole discretion, waive fully or partially any or all the Conditions Precedent set forth in this Clause 3.2.

3.3. OBLIGATIONS TO SATISFY CONDITIONS PRECEDENT

- (a) Each Party shall make all reasonable endeavors at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent relating to it within a period of 180 (one eighty) days from the Agreement Date.
- (b) The later of the date, within such 180 days, when the Concessionaire or the Authority satisfied its Conditions Precedents shall be the Compliance Date (the **“Compliance Date”**), whereupon the obligations of the Parties under this Agreement shall commence.

3.4. NON-FULFILMENT OF CONDITIONS PRECEDENT

- (a) In the event the Conditions Precedent for a Party have not been satisfied within the stipulated time and the Authority has not waived, fully

³ equivalent to 5% Commercial Facility cost

⁴ To be deleted, in case of Grant

or partially, such conditions relating to the Concessionaire, this Agreement shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and Authority shall not be liable in any manner whatsoever to the Concessionaire or Persons claiming through or under it.

- (d) In the event that Possession of the Project Site has been delivered to the Concessionaire prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement under this Clause 3.4, the Project Site shall immediately revert to the Authority, free and clear from any Encumbrances and along with all Easementary Rights, irrespective of any outstanding mutual claims between the Parties.
- (e) In the event this Agreement is terminated due to non fulfillment of the Concessionaire's Conditions Precedent and the same is not due to Authority default, Authority shall forfeit the Performance Security as Damages.
- (f) In the event this Agreement is terminated due to non-fulfillment of Authority's Conditions Precedent, Authority shall upon such termination return/refund in full the Performance Security to the Concessionaire; provided there are no outstanding claims of Authority on the Concessionaire unless the Authority's failure to fulfill its Conditions Precedent is a result of the Concessionaire's default, in which case Authority shall forfeit the Performance Security as Damages.
- (g) Instead of this Agreement terminating as provided in Clause 3.4, the Parties may by mutual agreement extend the time for fulfilling the Conditions Precedent.
- (h) In the event of termination of this Agreement under Clause 3.4 due to non fulfilment of Conditions Precedent by either Party, Authority shall not be liable in any manner whatsoever to the Concessionaire or its contractors, agents and employees. Authority's liability shall remain limited to the provisions under this Clause 3.4.

ARTICLE 4 PERFORMANCE SECURITY

4.1. PERFORMANCE SECURITY

For securing the due and punctual performance of its obligations relating to the Project and the terms and conditions of this Agreement by the Concessionaire from the date of execution of the Concession Agreement, including under Article 3, the Successful Bidder/ Concessionaire shall, on or before the date of signing of Agreement, deliver to the Authority an unconditional and irrevocable bank guarantee for a sum of Rs. _____⁵ (Rupees _____ only) in favour of the Authority from a scheduled bank acceptable to the Authority and payable and enforceable in Ballabgarh, in the form set forth in Schedule G. (the “**Performance Security**”). The Performance Security shall remain valid by renewal or otherwise at all times till 90 (ninety) days from the expiry of Concession Period.

4.2. FAILURE TO PROVIDE PERFORMANCE SECURITY

The Successful Bidder's/Concessionaire's failure to provide the Performance Security, as the case may be, in accordance with the provisions of this Article 4 shall (i) entitle the Authority to call in and forfeit the Bid Security or the Performance Security, as the case may be, and retain and appropriate the same; and (ii) constitute a Concessionaire Event of Default that shall entitle the Authority to terminate this Agreement under the provision of Article 14 hereof.

4.3. APPROPRIATION OF PERFORMANCE SECURITY

- (a) In the event of the Concessionaire being in default of the due, faithful and punctual performance of its obligations relating to the Project under this Agreement and failing to remedy such default within the relevant cure period or owing any sums to Authority under this Agreement or in the event of there being any claims or demands whatsoever whether liquidated or which may at any time be made or have been made on behalf of the Authority for or against the Concessionaire under this Agreement or against the Authority in respect of this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant or delinquent amounts from the Performance Security as Damages.
- (b) The decision of the Authority as to any breach/delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the Concessionaire. The Concessionaire specifically confirms and agrees that no proof of any

⁵ equivalent to 5% (five percent) of Total Project Cost

amount of liability accrued or loss or damages caused or suffered by the Authority under this Agreement is required to be provided in connection with any demand made by the Authority to recover such compensation through encashment of any Performance Security under this Agreement and that no document or any action shall be required other than the Authority's written demand in this behalf.

- (c) In the event of encashment of the Performance Security by the Authority, in full or part, the Concessionaire shall within 30 (thirty) days of receipt of the encashment notice from the Authority provide a fresh Performance Security or replenish the existing Performance Security, as the case may be. The provisions of this Article 4 shall apply mutatis mutandis to such fresh Performance Security. The Concessionaire's failure to comply with this provision shall constitute a Concessionaire Event of Default, which shall entitle the Authority to terminate this Agreement in accordance with the provisions of Article 14 hereof.

4.4. RELEASE OF PERFORMANCE SECURITY

Subject to the provisions hereof, the Authority shall return the Performance Security to the Concessionaire within four weeks of the Transfer Date for BTF, provided that there are no outstanding claims of the Authority upon the Concessionaire.

4.5. CORPUS FUND

- (a) The Concessionaire shall, by the Operations Date, create a Corpus Fund of Rs. _____ (Rupees _____ only)⁶, in the form of Cumulative Fixed Deposit, in favour of Authority or its nominated agency, from a scheduled bank acceptable to Authority and payable at Ballabgarh (the "**Corpus Fund**").
- (b) The Corpus Fund shall be maintained for the duration of the Concession Period. In the event the Concessionaire is in material breach of such obligations, the Authority may, without prejudice to any other rights or remedy available to it under this Agreement or at law, undertake/cause the O&M of the BTF to be undertaken, at the cost and risk of the Concessionaire, against the Corpus Fund and/or from commensurate appropriations from the Performance Security.
- (c) The Concessionaire's failure to create and maintain the Corpus Fund in accordance with the provisions of this Clause 4.5 shall
 - (i) entitle the Authority to call in and forfeit the Performance Security

⁶ equivalent to 5% of the BTF Project Cost

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- and retain and appropriate the same; and
- (j) constitute a Concessionaire Event of Default that shall entitle the Authority to terminate this Agreement under the provision of Article 14 hereof.
- (d) In the event of encashment of the Corpus Fund by the Authority, in full or part, the Concessionaire shall, within 7 (seven) days of receipt of the encashment notice from the Authority, replenish the Corpus Fund by the amount encashed by the Authority. The Concessionaire's failure to comply with this provision shall constitute a Concessionaire Event of Default, which shall entitle the Authority to terminate this Agreement in accordance with the provisions of Article 14 hereof.
- (e) The balance amount of the Corpus Fund, including the interest, shall be released to the Concessionaire at the end of the Concession Period; provided that the Concessionaire is not in Material Breach of this Agreement.
- (f) Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to forfeit, retain and appropriate the Corpus Fund, including such interest in the event this Agreement is terminated due to a Concessionaire Event of Default. However, in case the termination is due to Authority Event of Default or any Force Majeure Event, the Corpus Fund and such interest (as on the date of termination) shall be released and paid to the Concessionaire.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. REPRESENTATIONS AND WARRANTIES OF PARTIES

Each Party represents and warrants to the other that:

- (a) It is duly organized, validly existing and in good standing under the laws of India;
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the financial standing and capacity to undertake the Project;
- (e) This Agreement constitutes its legal, valid and binding obligation fully enforceable against it in accordance with the terms hereof;
- (f) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof; and
- (g) It shall have an obligation to disclose to the other Party as and when any of its representations and warranties ceases to be true and valid.

5.2. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF CONCESSIONAIRE AND/ OR SUCCESSFUL BIDDER

In addition to the representations and warranties provided in Clause 5.1, the Successful Bidder and/or Concessionaire represents and warrants to the Authority that:

- (a) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Successful Bidder and/or Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (b) There are no actions, suits, proceedings, or investigations pending or, to

the Successful Bidder and/or Concessionaire's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Concessionaire under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect;

- (c) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Competent Authority or any other pending or potential matters which may result in any Material Adverse Effect or impairment of the Concessionaire's ability to perform its obligations and duties under this Agreement;
- (d) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect;
- (e) No representation or warranty by the Concessionaire and/or Successful Bidder contained herein or in any other document furnished by it to the Authority to any Competent Authority in relation to Clearances or otherwise contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (f) Each Consortium Member/the Successful Bidder was and is duly organised and existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and has consented to the Concessionaire entering into this Agreement and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

Provided that whenever any pending or potential matter, including the matters listed under the sub-clauses 7.2 comes to the knowledge of the Concessionaire during the subsistence of this Agreement, the outcome of which may result in the breach of or constitute a default of the Concessionaire under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect or impairment of the Concessionaire's ability to perform its obligations and duties under this Agreement, the Concessionaire shall immediately intimate the same to the Authority;

- (g) no order has been made and no resolution has been passed for the winding up of the Successful Bidder and/or Concessionaire or for a provisional liquidator to be appointed in respect of the Successful Bidder and/or Concessionaire and no petition has been presented and no

meeting has been convened for the purpose of winding up the Successful Bidder and/or Concessionaire. No receiver has been appointed in respect of the Successful Bidder and/or Concessionaire or all or any of its assets. The Successful Bidder and/or Concessionaire is not insolvent or unable to pay its debts as they fall due;

- (h) the information furnished in the Proposal and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (i) the existing Lead Member of the Consortium holds not less **than 51% (fifty one percent)** of its issued and paid up Equity as on the date of this Agreement and the respective holding of each Consortium Member conforms to the representation made by the Consortium and accepted by the Authority as part of the Bid;
- (j) All rights and interests of the Concessionaire in the Project Facility and Project Assets shall pass to and vest in the Authority or its nominated agency on the Transfer Date free and clear of all liens, claims, and Encumbrances, without any further act or deed on the part of the Concessionaire or the Authority and that none of Project Assets including materials, supplies or equipment forming part thereof shall be acquired by the Concessionaire subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person save and except as expressly provided in this Agreement; and
- (k) No sums, in cash or kind, have been paid or will be paid by or on behalf of the Successful Bidder and/or Concessionaire, to any person by way of commission or otherwise for securing the Concession execution of this Agreement or for influencing or attempting to influence any officer or employee of the Authority.

5.3. DISCLOSURE

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

5.4. DISCLAIMER

- (a) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this

Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Project, the legal framework and the technical and financial aspects of the Project, Scope of Work, the Specifications and Standards, the Project Site and the suitability of its condition, soil and location for implementation of the Project, the availability of goods, materials and things implementing Project, all the information and documents provided by the Authority, its consultants or any Competent Authority, the market and demand conditions, information relating to Users and the cost, risks, consequences and liabilities involved in implementing the Project, and has determined to the Concessionaire's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.

- (b) The Concessionaire further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in sub-clause (a) above and hereby confirms that the Authority, any Competent Authority and their consultants shall not be liable for the same in any manner whatsoever to the Concessionaire or Persons claiming through or under the Concessionaire.
- (c) The Concessionaire accepts that it is solely responsible for the verification of any design, data, documents or information provided by the Authority to the Concessionaire, its consultants or any Competent Authority and that it shall accept and act thereon at its own cost and risk.
- (d) The Concessionaire shall be solely responsible for the contents, adequacy and correctness of the Designs and Drawings, data and detailed engineering prepared or procured by the Concessionaire for implementing the Project.

ARTICLE 6 PROJECT SITE

6.1. POSSESSION OF SITE

- (a) The Project Site shall comprise of the land as described in Schedule B. The Authority shall, on Compliance Date hand over to the Concessionaire, the Possession through Leave and License of the Site on an 'as is where is' basis, for a period that is co-terminus with the Concession Period, only for the purpose of implementing the Project thereat in accordance with the provisions hereof.
- (b) The Parties through their duly authorised representative shall, atleast 15 (fifteen) days prior to the Compliance Date, carry out a joint inspection and verification of all the real estate, structures, land, buildings and record the report thereof in a memorandum duly signed by the authorised representatives of both the Parties.
- (c) The Possession through Leave and License of the Site as aforesaid shall not confer or be deemed to have conferred on the Concessionaire any right, title or interest whatsoever (whether in the nature of an easement or otherwise) in the Site or any part thereof and nothing in these presents contained shall be construed as a demise in law of the Site to the Concessionaire so as to give the Concessionaire any legal interest therein.
- (d) Upon the Concessionaire observing and performing its obligations, the covenants, conditions and agreements herein contained and on the part of the Concessionaire to be observed and performed, the Concessionaire shall remain in peaceful possession and enjoyment of the Site during the Concession Period. In the event, the Concessionaire is obstructed by any Person claiming any right, title, charge or interest in or over the Site or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/ charge on the Site or any part thereof, the Authority shall, if called upon by the Concessionaire, defend such claims and proceedings, at its cost and expense and the Concessionaire shall not be liable for the same in any manner whatsoever.
- (e) The Concessionaire shall remove the utilities at, on, over or under the Site, at its cost and expense and with the approval of the concerned Competent Authorities. For this purpose, the Authority shall provide all necessary assistance to the Concessionaire.
- (f) The Concessionaire and its subcontractors shall ensure and procure that

no trespass or encroachment takes place on the Site, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

- (g) It is being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey and investigations carried out or work undertaken by the Concessionaire pursuant hereto in the event of Termination or otherwise.
- (h) It is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the rights, upon the Termination of this Agreement for any reason whatsoever.
- (i) All debris, construction and building materials (sand, gravel, stone, rock, loose earth etc.) lying at the Site or generated during implementation of the Project or generated from demolition of existing structures shall be promptly disposed off by the Concessionaire, at its cost.

6.2. INFORMATION ABOUT SITE

The information about the Site, provided by the Authority to the Concessionaire in good faith and with due regard to the matters for which such information is required by the Concessionaire. The Authority agrees to provide to the Concessionaire, upon a reasonable request, any further information relating to the Site, which the Authority may now possess or may hereafter come to possess. Subject to this, the Authority makes no representation and gives no warranty to the Concessionaire in respect of the condition of the Site and the Concessionaire shall accept the Site handed over to it by the Authority on an “as is where is” basis.

6.3. AUTHORITY’S PROPERTY AT SITE

- (a) All articles of value or antiquity found on the Site shall be the property of the Authority. The Concessionaire shall take reasonable precautions to prevent its labour and personnel and that of its subcontractors from removing or damaging any such article or thing. The Concessionaire shall immediately upon discovery of such article or thing, inform the Authority, which may issue instructions for dealing therewith.
- (b) It is expressly agreed that mining, geological or archaeological rights do not form part of the licence granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular

geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality.

6.4. ACCESS TO SITE

Subsequent to handover of the Site through Possession of Leave and License, the Concessionaire shall, at all reasonable times and on reasonable notice, provide access to the Site to Authority, its representatives, Independent Engineer and representatives of Competent Authorities to inspect the Site and/or to investigate any other matter under their respective jurisdictions.

6.5. USE OF SITE

- (a) The Concessionaire shall use the Site only for the purposes of implementing the Project thereat and for purposes incidental or necessary thereto as permitted under this Agreement and shall not, without the prior written consent of the Authority, use the Site for any other purpose. The Concessionaire accepts that this is an essential condition of this Agreement.
- (b) The Concessionaire shall not part with or create any Encumbrances on the whole or any part of the Site, save and except as expressly permitted under this Agreement. For the avoidance of doubt, the Concessionaire shall not sell, mortgage or lease the Site/built up area thereat or any part thereof under any form, device or arrangement save and except as expressly provided herein or otherwise expressly authorized in writing by the Authority.

6.6. SPECIAL/TEMPORARY RIGHT OF WAY

The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Project Site. The Concessionaire shall obtain, at its cost such facilities on or outside the Site as may be required by it for the purposes of the construction and the performance of its obligations under this Agreement.

6.7. DISPLAY OF AUTHORITY LOGO

Notwithstanding any statement to the contrary contained herein, the Authority reserves the right to prominently display logo of the Authority and/or State Government and/or any other entity on the Project Site and in the Bus Terminal Facility, as deemed appropriate by the Authority. The cost of installation and maintenance of such logo/sign shall be borne by the Authority.

ARTICLE 7 OBLIGATIONS OF PARTIES

7.1. OBLIGATIONS OF AUTHORITY

In addition to and without prejudice to its obligations specified in the other provisions of this Agreement, the Authority shall, at its own cost and expense, during the Concession Period, comply with the following obligations in respect of the Project Facility:

- (a) All litigation involving the Project Site/ Project prior to the Compliance Date and wherein the actions have been filed against the Authority shall be conducted solely by the Authority. The Concessionaire shall not be liable or responsible for the same in any manner. The Authority shall indemnify the Concessionaire and shall hold it harmless from and against any claim or cost that may arise as a result of any such litigation.
- (b) Upon written request from the Concessionaire, the Authority shall use its best efforts to provide the Concessionaire for the Project Facilities, access to all infrastructure facilities and utilities, including water, electricity, telecommunication, sewerage and drainage facilities already available on /at the site, at fair rates and on terms no less favourable to the Concessionaire than those generally available to customers receiving substantially equivalent services; provided the Concessionaire has made the requisite applications and is in compliance with the necessary conditions for getting such connections; provided further that the Concessionaire shall arrange at its cost and consequence any such additional facilities that it may require and the Authority shall provide the requisite facilitation in this behalf.
- (c) Upon request from the Concessionaire, the Authority shall grant all Clearances which are necessary for the implementation of the Project at the appropriate stages and which are in its authority to grant or facilitate the granting of the same by the relevant Competent Authorities subject to the Concessionaire complying with the eligibility criteria for the grant of such Clearances.
- (f) The Authority shall permit the Concessionaire to finance, construct, operate and maintain infrastructure at the Site, including without limitation sewers, drains, public conveniences, waste disposal facilities, laying of cables and pipelines and such other facilities and grant and/or facilitate the requisite Clearances for the same.
- (g) The Authority shall by the Scheduled Construction Completion Date for BTF, phase out / terminate all the existing licenses, if any for commercial built up areas/ shops/ kiosks /parking lots etc. at the Site. The Authority

shall ensure that any new licenses issued by it /renewal of existing licenses after the date of this Agreement acknowledge the Concessionaire's right to construct the Project Facilities in accordance with the provisions hereof and of termination of such licenses prior to the Scheduled Construction Completion Date for BTF.

- (h) The Authority shall use best endeavours to assist the Concessionaire in removing or adequately protecting, at the Concessionaire's cost and expense, all structures including, physical or structural impediments, residents, buildings, pipelines, utilities on or under the ground at the Site and as necessary to enable the Concessionaire to commence and undertake construction of the Project Facilities.
- (i) The Authority shall facilitate the Concessionaire in liaising with the concerned Competent Authorities and including in seeking assistance of traffic or other police, in matters as necessary, including regulation of movement of any person on the Project site, removal of trespassers and for security of the material, labour and machinery, against payment for the same at the applicable rates.
- (j) Effective from the Operations Date, the Authority shall use, manage, operate and maintain the Authority Facilities at its cost and expense and pay all taxes, rates, charges, levies in respect thereof and tariffs and charges for all utilities like power, water, telecommunications etc. consumed in relation to the use thereof.
- (k) The Authority shall be responsible for relocation of any workers presently employed by Authority and working at the current terminal for performing tasks and activities to be undertaken by the Concessionaire. Authority shall be solely responsible and liable for any claim that may arise by reason of such redeployment of its employees. The Authority shall indemnify the Concessionaire and shall hold it harmless from and against any claims or costs in this behalf.

7.2. OBLIGATIONS OF CONCESSIONAIRE

In addition to and without prejudice to or derogation of its obligations specified elsewhere in this Agreement, the Concessionaire shall, without qualification, during the Concession Period observe, undertake, comply with and perform the following:

- (a) develop, design, finance, construct, operate and maintain the Project Facilities in accordance with the terms of this Agreement, including without limitation the Applicable Laws, terms of Clearance, Specifications and Standards and Good Industry Practice. The Concessionaire shall plan, organise and execute the Works in a manner which minimizes the

disruption to the movement on adjoining roads and inconvenience to the neighbouring residents. The Authority shall assist the Concessionaire in all respects with reference to such works, but the assistance or denial thereof shall not release the Concessionaire from its obligations.

- (b) without prejudice to the Concessionaire's obligations in this respect, make or cause to be made the necessary applications to the relevant Competent Authority for all Clearances and supply the appropriate particulars and details to such Competent Authority as may be necessary to confirm that the Concessionaire fulfils the eligibility criteria to enable such authority reasonably to consider the request for the grant of the relevant Clearance and, following the grant of any such Clearance, maintain such Clearance in full force and effect so long as it is necessary in order for the Concessionaire to perform its obligations hereunder.
- (c) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into development and operations of the Project.
- (d) organise the supervision, monitoring and control of the construction, operation and maintenance of the Project Facilities (excluding the operation and maintenance of the Authority Facilities) by itself or through Subcontractors, if any, as may be necessary to ensure the proper performance of their respective obligations under their respective contracts and in accordance with the terms and conditions of this Agreement.
- (e) periodically report to the Authority during the subsistence of this Agreement, as detailed in Clause 8.10 and elsewhere in this Agreement.
- (f) achieve Construction Completion for BTF within Construction Period for BTF; provided that the Concessionaire shall not be in breach of this provision, if any non-fulfilment or delay in fulfilment of its obligations herein are caused by (i) the occurrence of an event of Force Majeure in accordance with Article 12 hereof or (ii) a Authority Event of Default under this Agreement or (iii) increase in scope of work as certified by Independent Engineer.
- (g) commence Commercial Operations of the Bus Terminal Facility only upon Construction Completion of BTF as certified by the Independent Engineer, in consultation with the Authority.
- (h) arrange and access at its cost and expense all infrastructural facilities and their backup, if required, like water, electricity and goods, materials, consumables, things and services etc. as necessary for the

implementation, construction and operation and maintenance of the Project.

- (i) make timely payments which are due and payable by the Concessionaire to the Authority, in accordance with the terms of this Agreement.
- (j) save and except as expressly provided herein, not transfer or dispose off or otherwise alienate Project Assets, or any part thereof, without the prior written approval of the Authority.
- (k) be responsible for safety, soundness and durability of the Project Facilities, including all structures forming part thereof and their compliance with the provisions of this Agreement, Applicable Laws and Good Industry Practices.
- (l) maintain the Bus Terminal Facility (excluding the Authority Facilities) in accordance with the terms of this Agreement with the objective of providing adequate service standards to the Users and ensuring that on the Transfer Date, the Bus Terminal Facility is transferred to the Authority or its nominated agency in fair condition, subject to normal wear and tear, having regard to its construction life, use, materials used etc.
- (m) provide security and surveillance services at the Site to maintain the safety and security of the Users and Project Assets.
- (n) make provision and arrangement for first aid and prompt medical attention in cases of accidents and emergencies.
- (o) ensure that the User Charges in respect of specified Passenger Amenities are in accordance with the rates relating to them as set out in Schedule P.
- (p) procure and maintain the requisite insurance in respect of the Project Facilities for meeting liabilities arising out of loss of property/or life during the Concession Period. The Concessionaire would be responsible for payments arising out of any third party claims. The Concessionaire shall indemnify and keep the Authority indemnified and hold it harmless from and against any claims or costs in this behalf.
- (q) comply with its obligations under this Agreement in the event of the termination or prior expiry of this Agreement/Concession Period,
- (r) promptly notify the Competent Authorities and hand over to them any archaeological finds, treasures and precious and semi-precious minerals discovered at the Project Site by the Concessionaire or its employees, agents and subcontractors.

- (s) comply with Applicable Laws, if applicable relating to development near heritage structures.
- (t) plan, organise and execute the Works, including construction, implementation and maintenance of the Project Facility, in a manner which minimizes disruption to the bus fleet movement at the Bus Terminal Facility, the movement of vehicles and pedestrians thereat or on adjoining roads and minimal inconvenience to the Users or the neighbouring residents. The Concessionaire shall not damage any other infrastructure or any other utility developed by the Authority, except as mentioned in Clause 8.3.1, or any other utilities developed and maintained by any other authority or person and in case of any such damage to undertake the repair and also to pay for any losses that is incurred by the Authority or any authority or any other person, as the case may be.
- (u) provide to the Authority notarised true copies of the duly executed Transaction Documents to which the Concessionaire is a party, including any related instruments, deeds, contracts, supplemental agreements and other such documents relating thereto and of any amendments, supplements or replacements etc. thereof within 15 (fifteen) days of execution or such amendment etc.
- (v) not make any replacement, modification or amendment to any of the Transaction Documents at any time without the prior written consent of the Authority, if such replacement, modification or amendment has or may have the effect of imposing or increasing any financial liability or obligation on the Authority.
- (w) recognises and acknowledges the fact that the Bus Terminal Facility is intended to provide a public facility, and the Concessionaire shall have no right to prevent, impede or obstruct any bona fide Users from using the Bus Terminal Facility, save for managing and handling such usage under the terms of this Agreement.
- (x) inform, by most expeditious means, the police and other concerned Competent Authorities and the Authority, in the event of an accident within the Project Site. The Concessionaire shall take expeditious action to provide medical aid, emergency services and relief to the accident victims and upon completion of legal formalities clear the accident site and remove the debris and wreckage. The Concessionaire shall liaison with the emergency hospital and ambulance service providers to meet exigencies and emergencies arising out of accidents. The Authority shall not be liable to pay any compensation to the accident victims unless such accident is due to the default or negligence of its employees or representatives or the Authority is required to make such payment under the Applicable Laws or orders of any court.

- (y) pay to the concerned Competent Authorities the electricity, water, sewerage, power, telephone, sanitation and other applicable utility expenses, charges and rates, including penalties for delay or default in payment, at the rates applicable from time to time, in respect of the use of such utilities for the Project Facilities (excluding the Authority Facilities) and indemnify and keep indemnified the Authority in this behalf.
- (z) indemnify and keep indemnified the Authority, its employees and consultants from and against any claim, liability, cost, suit or legal proceeding and attorney costs arising in any manner from the implementation of the Project.
- (aa) pay or ensure payment of all present and future applicable taxes, charges, rates, assessments, duties, levies, fines, cesses including labour welfare cess, penalties and other outgoings, including property and municipality taxes from time to time during the Concession Period, to the Competent Authorities in respect of the Project Facilities/Project Site (excluding the Authority Facilities). The Concessionaire shall be responsible for payment of applicable Goods and Services Tax, if applicable on the payments made to Authority. The Concessionaire shall indemnify and keep indemnified the Authority from any and all liabilities and consequences arising from any and all such non-payment, delayed payment, attachment, disturbance of possession, notice, order, litigation etc.
- (ab) make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement/ implementation of the Project and be the principal employer in respect of such labour and personnel. The Concessionaire 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 by it and its Subcontractors for implementing the Project.
- (ac) pay liquidated damages to the Authority for non-performance under this Agreement in accordance with Schedule Q other than where such occurrences are caused by (i) an event of Force Majeure in accordance with Article 12 hereof or (ii) Authority Event of Default or any other act or omission by Authority in material contravention of its obligations under this Agreement;
- (af) provide the necessary documents and other information and such assistance, labour, materials, consumables, electricity, fuel, stores, apparatus and instruments as may reasonably be required by Authority to carry out tests in the Bus Terminal Facility. The Concessionaire shall provide engineering support and technical know-how as necessary to

carry out such tests.

- (ag) not to do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement.
- (ah) not to create any third party rights on the Site, except as permitted under this Agreement, and also to ensure that State Government /Authority are not adversely affected in any way.
- (ai) transfer free of cost, the BTF and CF on their respective Transfer Dates to the Authority, free of all Encumbrances.
- ((aj) ensure that to the extent possible, transplant or relocate the existing trees within the Project Site and minimize the tree cutting. Further, design the Project Facilities in such a way that the aforesaid could be achieved to maintain the green cover.

7.2.1 OBLIGATIONS RELATING TO OTHER AGREEMENTS

- (a) It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in any other agreement, and no default under any agreement shall excuse the Concessionaire from its obligations or liability hereunder.
- (b) The Concessionaire shall submit to Authority the drafts of all Third Party Agreements or any amendments or replacements thereto for its review and comments, and Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Third Party Agreement or amendment thereto, the Concessionaire shall submit to Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by Authority. No review and/or observation of Authority and/or its failure to review and/or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall Authority be liable for the same in any manner whatsoever.
- (c) The Concessionaire shall not make any replacement or amendments to any of the Financing Documents without the prior written consent of

Authority, if such replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt dues.

- (d) The Concessionaire shall procure that each of the Third Party Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination.
- (e) The Concessionaire may undertake development of Project by itself or through its subcontractors possessing requisite technical, financial and managerial expertise/capability; but in either case, the Concessionaire shall remain solely responsible for the performance of its obligation under this Agreement.
- (f) The Concessionaire and its representatives, subcontractors, shall be responsible for complying at its/their cost and risk with the Applicable Laws relating to the development, construction, completion, implementation, use and maintenance of the Project. The Concessionaire shall hold harmless, indemnify, keep indemnified and defend the Authority, its employees, agents and advisors from and against all claims, costs, damages and liabilities etc. in this behalf or on account of the presence of hazardous and toxic substances in or on the Site and the Project Facility.

7.2.2 OBLIGATIONS RELATING TO CHANGE IN OWNERSHIP OF SPC

- (a) The Concessionaire shall not undertake or permit any change in its ownership, except with the prior written approval of the Authority as per the provisions of this Clause 7.2.2. The Authority shall accord or deny its approval within 30 days of receipt of written request in this behalf, failing which the Authority shall be deemed to have consented to such change of shareholding. No change in the equity stake of the Consortium Members in the Concessionaire shall be allowed till Construction Completion of CF.
- (b) The Concessionaire shall ensure that till 7 years from the Construction Completion of BTF:
 - (i) in case of individual Bidder such Bidder or Lead Member of the Consortium shall hold a minimum stake of 51% (fifty one percent) in the issued, subscribed and paid up equity share capital of the

Concessionaire and

- (ii) In case of Consortium, other non-lead members shall hold not less than 10% (ten percent), in the issued, subscribed and paid up equity share capital of the Concessionaire.

The Consortium including all Consortium members or the in case of individual Bidder such Bidder, shall not be allowed to dilute equity stake to less than prescribe in sub-clause (i) and (ii) in the issued, subscribed and paid up equity share capital of the Concessionaire, at any time till 7 years from Construction Period for BTF.

- (c) After 7 years from Construction Completion of BTF, the Concessionaire shall ensure that in case of individual Bidder such Bidder or Lead Member of the Consortium shall hold a minimum stake of 26% (twenty six percent) in the issued, subscribed and paid up equity share capital of the Concessionaire till the subsistence of this agreement.

7.3. OBLIGATIONS OF PARTIES

Each Party shall:

- (a) Comply with and perform its respective obligations under this Agreement and shall work and cooperate in good faith with the other Party.
- (b) Carry out its respective obligations during the Construction Period for BTF in accordance with the Transition Plan such that construction of the Bus Terminal Facility is carried out simultaneously with its operation and use as a Bus Terminal and with minimum dislocation and disruption to bus schedules, movements and inconvenience to passengers and others persons or accidents at the Site.

ARTICLE 8 PROJECT IMPLEMENTATION

8.1. DESIGNS AND DRAWINGS

(a) Preparation of Designs and Drawings

Within 90 days from Agreement Date, the Concessionaire shall, at its cost, charges and expenses, prepare or cause preparation of the Designs and Drawings clearly demarcating Bus Terminal Facilities and Commercial facilities in accordance with the provisions hereof, including the Specifications and Standards as mentioned in Schedules, the Applicable Laws, the terms of Clearances and Good Industry Practice and submit the same, along with the specifications and calculations, to the Independent Engineer for its/his review with a copy to Authority. The Project shall be implemented as per the Designs and Drawings approved by the Independent Engineer in consultation with the Authority.

(b) Review of Designs and Drawings

- (i) The Independent Engineer shall review the Designs and Drawings and specifications and calculations submitted by the Concessionaire and subject to the provisions of sub-clause (ii) herein below, communicate its approval within 30 (thirty) days from the date of the receipt thereof. The Independent Engineer, may in consultation with the Concessionaire and Authority, prescribe a schedule for submission, clarifications and approval of Designs and Drawings for specific components of the Project.
- (ii) In the event that the Independent Engineer has any objection to the Designs and Drawings and specifications and calculations or any part thereof, it shall promptly, within the said 30 (thirty) days, notify the Concessionaire of its/his objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon, the Concessionaire shall, within 14 (fourteen) days of such notification, provide the necessary clarification to the and/ or re-submit the Designs and Drawings and/or specifications and calculations or part thereof, as the case may be, after incorporating the changes, modifications or corrections suggested by the Independent Engineer without changing financial quotation.
- (iii) If the Independent Engineer does not object to the Designs and Drawings and specifications and calculations submitted to it by the Concessionaire within 30 (thirty) days of submission, the Independent Engineer shall be deemed to have approved such Designs and Drawings and the Concessionaire shall be entitled to

proceed with the Project accordingly.

- (iv) The Concessionaire shall not be entitled to any extension of time for completing construction or any other relief on account of delay caused due to providing any clarification or in resubmitting the Designs and Drawings.
- (v) The Concessionaire shall not change any Designs and Drawings, specifications and calculations approved or deemed to be approved by the Independent Engineer under this Agreement, without the prior written consent of the Independent Engineer (during its tenure) and the Authority. Provided that the Concessionaire may, for more efficient functioning of the Project Facilities propose to and seek the consent of the Authority for changes to the approved Designs and Drawings, consistent with all design standards applicable thereto and the Applicable Laws, whose consent shall not be unreasonably denied or delayed by the Authority; provided that the Concessionaire shall bear the costs of such change.
- (vi) Notwithstanding the express or deemed approval by the Authority or Independent Engineer, the Concessionaire shall be solely responsible for any defect and/or deficiency in the Designs and Drawings or any part thereof and accordingly the Concessionaire shall at all times remain responsible for its obligations under this Agreement.
- (vii) Any Designs and Drawings or specifications provided by the Authority to the Concessionaire shall only be indicative and the Concessionaire shall accept the same at its sole risk, cost and consequence.
- (viii) Any civil or other engineering review conducted by the Authority or the Independent Engineer is solely for the Authority's own information and that by conducting such review, the Authority does not accept any responsibility for the quality or workmanship of any civil or other engineering or soundness of the work relating to the Project Facilities done by the Concessionaire or any part thereof. The Authority shall not be responsible or liable in any manner for the accuracy, completeness or otherwise of the Designs and Drawings or the construction and implementation of the Works by the Concessionaire on the basis thereof, irrespective of any perusal or review thereof or comment thereon by the Authority, any Competent Authority or the Independent Engineer.
- (ix) The Concessionaire shall in no way represent to any Person that,

as a result of any review by the Authority or the Independent Engineer, the Authority has accepted responsibility for the engineering or soundness of any work relating to the Project Facilities or part thereof carried out by the Concessionaire and the Concessionaire shall, subject to the provisions of this Agreement, be solely responsible for the technical feasibility, operational capability and reliability of the Project Facilities or any part thereof.

- (x) Within 90 (ninety) days of completing construction of the each of the CF and the BTF, the Concessionaire shall furnish to the Authority three copies of "as built" drawings reflecting such facility as actually designed, engineered and constructed, including without limitation an "as built" survey illustrating the layout of such facility and setback lines, if any, of the buildings and structures forming part thereof.

8.2. MOBILISATION AND COMMENCEMENT

- (a) The rights and obligations of the Parties under this Agreement shall commence from the Compliance Date. Any works of whatever nature, which the Concessionaire carry out prior to the Compliance Date including design or mobilisation, shall be entirely at the risk and cost of the Concessionaire.
- (b) The Concessionaire shall mobilize its manpower, plant, equipment, materials and resources within 30 (thirty) days of the Compliance Date.
- (c) Prior to commencement of construction, the Concessionaire shall:
 - (i) Submit to the Authority /Independent Engineer with due regard to BTF Implementation Schedule, its design, engineering and construction time schedule created using precedence network techniques, construction methodology outlining, inter alia, the quality assurance, safety and surveillance plan and programme of works and shall formulate and provide critical path method (CPM)/ project evaluation and review technique (PERT) charts for the completion of the said activities;
 - (ii) Have requisite organization and designate and appoint suitable officers/ representatives, as it may deem appropriate to supervise the Bus Terminal Facility and to deal with the Independent Engineer.
- (d) Within 30 (thirty) days of the Compliance Date, the Concessionaire shall develop and institute a quality assurance system and implement the same until the end of the Concession Period. The quality assurance system

shall involve maintenance of appropriate records, documents and data, charts, samples etc. regarding the construction and operation of the Bus Terminal Facility. The Authority or its nominee shall have the right to inspect, periodically or at random, such records, documents and data etc. and as applicable to make copies thereof, verify the samples or take measurements. The Concessionaire agrees to provide full co-operation to the Authority and the Authority's nominee in this behalf.

- (e) The Concessionaire shall commence the construction Works relating to the Bus Terminal Facility within 30 (thirty) days from the Compliance Date.

8.3. CONSTRUCTION OF BUS TERMINAL FACILITY

- (a) The Concessionaire shall construct, install and establish the Bus Terminal Facility, including the basic and detailed engineering, design, completion, testing and commissioning in accordance with the provisions of this Agreement, including the BTF Implementation Schedule, the Scope of Work, the Specifications and Standards, Applicable Laws, terms of Clearances and Good Industry Practice and after obtaining, as applicable, the sanction to the building plan, with necessary designs, plans and specifications from the Competent Authority, at its own expenses.
- (b) The Concessionaire shall arrange the power, water and other utilities as may be required for execution and implementation of the Works at its cost and expense.
- (c) The Concessionaire shall be responsible for the design and programming of the Works and for the accuracy and completeness of the information used for such design and programming in accordance with the requirements established in the Specifications and Standards. The Concessionaire shall be responsible for any discrepancies, errors or omissions in the data, specifications, drawings and other technical documents that it has prepared or procured, whether the same have been approved, deemed to be approved or not approved by the Authority, the Independent Engineer or any Competent Authority.
- (d) The Concessionaire shall ensure that all contract(s) and arrangement(s) entered into in relation to the Works shall (to the extent such provisions can be reasonably obtained in the market concerned) include provisions whereby the relevant Subcontractor warrants that each part of such works carried out there under shall be fit for its purpose and free from all defects in design, workmanship and materials.
- (e) In the execution of the Works, the Concessionaire shall procure coordination amongst and avoidance of conflicts in the working of the

Subcontractors, including all types of suppliers, agents and consultants. The Concessionaire shall monitor and supervise the activities of the Subcontractors, retained by it to fulfill its obligations hereunder, under the terms of their respective agreements.

- (f) The Concessionaire shall ensure that the Works shall comprise only materials, goods and workmanship which are of sound quality and which have been manufactured and prepared in accordance or are in conformity, as the case may be, with the Specifications and Standards and Good Industry Practice and that each part of the Works shall be fit for the purpose for which it is required as stated in or as may be reasonably inferred from the such plans.
- (g) The Concessionaire shall ensure that in fulfilling its obligations hereunder it shall procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for the designs, software, materials, methods, processes and systems used or incorporated into the Works undertaken by it and indemnify and keep indemnified the Authority and its advisors and consultants against all costs, damages, liabilities or consequences arising out of any breach by the Concessionaire in this behalf.
- (h) The Concessionaire shall carry out or cause to be carried out the Works with the skill, care and diligence to be expected of appropriately qualified and experienced professional designers, engineers and contractors with experience of work similar in scope and nature to that required under this Agreement. The Concessionaire shall design, engineer and execute the construction and implementation of the Works using the best design and engineering principles and practices.
- (i) The Concessionaire shall at its responsibility arrange for materials such as bricks, cement, steel, aggregates, soil, bituminous and asphalt materials, chemicals, consumables and any other materials used in undertaking the Works, as well as equipment, machinery, tools and ancillary materials such as shuttering and scaffolding, bearings, joint fillers and similar materials. The Concessionaire shall make arrangements for transport, loading and unloading, stacking and proper storage (including making sheds) for all materials and equipment. The Independent Engineer shall have the right to inspect and check the quality and quantity of the materials and equipment and their storage in compliance with the terms of this Agreement.
- (j) The Concessionaire shall make its own arrangements at its cost for quarrying, if necessary, and observe and fulfill the environmental and other requirements under the Applicable Laws and Clearances. The Concessionaire shall also remove and shift the utilities and structures at,

on or under the Site at its cost and expense.

- (k) The Concessionaire shall be solely and exclusively responsible for the recruitment, transportation, accommodation, catering, payment of the salaries, wages and other payments and costs incidental thereto, health, hygiene, safety etc. and all taxes, charges, levies, duties payable under Applicable Laws arising from the respective terms and conditions of employment of all labor and personnel employed on or connected with the Project, Works or the Site under or through whatever legal relationship.
- (l) The Concessionaire shall ensure that at all times during the Construction Period for BTF, a resident general manager, notified in writing and acceptable to the Authority, having appropriate experience in similar works shall remain in residence at Site, and take charge of and monitor, oversee and ensure the construction of the Works, as notified in writing to the Authority (the **"Concessionaire's Representative"**). The Concessionaire's Representative shall only be changed after notification to the Authority of such change and appointment of a replacement acceptable to the Authority, with the prior written approval of the Authority.
- (m) Till the Construction Completion is achieved, the Concessionaire shall organise on the Site and be responsible for support activities including safety precautions, fire protection, security, transportation, delivery of goods, materials, plant and equipment, control of pollution, maintenance of competent personnel and labour and industrial relations and general site services including, without limitation, access to and on the Site.
- (n) The Concessionaire shall be liable for the safe storage, handling and removal from the Site of all toxic and hazardous materials and substances.
- (o) The Concessionaire shall confine its activities to the Site and to any additional areas arranged by the Concessionaire at its cost and not encroach upon, damage or degrade adjacent land and be liable for all costs and consequences for its failure to do so.
- (p) The Concessionaire shall promptly remove from the Site in accordance with Good Industry Practice all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials, all types of solid and liquid waste), rubbish and other debris, and keep the Site in a neat and clean condition and in conformity with the Applicable Laws and Clearances.
- (q) The Concessionaire shall within 30 (thirty) days of Construction Completion clear the Site of all temporary structures, labour camps, site offices, utility lines and surplus or unused materials, plant, equipment or

tools, etc.

- (r) The Concessionaire shall give priority to safety in planning and construction activities in order to protect life, health, property and environment.
- (s) For the purposes of determining that the construction of the Project is being undertaken in accordance with Specifications and Standards and Good Industry Practice and for quality assurance, the Concessionaire shall carry out such tests at such time and frequency and in such manner as may be required by the Authority or as may be necessary in accordance with Good Industry Practice. The Concessionaire shall with due diligence carry out all such tests in accordance with the instructions and under the supervision of the Independent Engineer. The Concessionaire shall promptly carry out such remedial measures required to cure the defects or deficiencies, if any, indicated in such test results. The Concessionaire shall promptly report to the Independent Engineer, the remedial measures taken by it to cure the defects/deficiencies, if any indicated in the test results.
- (t) If the Independent Engineer reasonably determines that the rate of progress of the construction of the Project is such that it is difficult to achieve any Project Milestones as per Implementation Schedule, it shall so notify to the Concessionaire. Thereupon, the Concessionaire shall within 15 (fifteen) days thereof notify the Independent Engineer about the steps it proposes to take to expedite progress and the period within which it shall achieve Construction Completion.
- (u) The Concessionaire shall execute the Works in accordance with the Implementation Schedule and achieve Construction Completion of BTF by Scheduled Construction Completion Date.

8.3.1. DISPOSAL OF DEBRIS

All debris generated during the Project implementation or generated from demolition of existing structures, if any at the Project Site, the following provision shall be taken into consideration:

- i) The demolition of the existing immovable structures shall be undertaken as per requirements. The demolition work shall be taken in a planned manner as per Good Industry Practice to avoid any damage to the adjoining properties, men and machinery.
- ii) The area to be dismantled/ demolished shall be adequately segregated/ cordoned off by suitable means and measures and display boards shall be erected all around for warning of general

public and adjoining / nearby activities. Further requisite measures shall be taken to avoid any damage to adjoining properties / assets by providing under pinning, under shoring and sheet piling etc. as per requirements of the Project Site.

- iii) The solid and other wastes, debris and building and excavation material as a result of dismantling/ demolishing and other works undertaken during the implementation of the Project, shall be promptly disposed of at the discretion of Concessionaire, at sites approved by Competent Authorities.
- iv) The Concessionaire may, if it deems appropriate, use the same for the execution of the Works.

8.3.2. Transition Plan

The Concessionaire shall prepare and execute the transition plan ("Transition Plan") for the Bus Terminal operations in such a manner, so as to cause minimum disruption and to avoid any inconvenience to passengers of the BTF. The Transition Plan shall be prepared and executed such that the construction of Bus Terminal Facility shall not get delayed beyond Scheduled Construction Completion Date for BTF for any reasons related to implementation/ non implementation of Transition Plan. The cost of transition, including the cost of construction of temporary structures, renting out of land/buildings/facilities/premises, movement of Authority office, furniture and records, equipments etc. shall be borne by the Concessionaire as part of its obligation of smooth transition of bus operations.

8.4. PROGRESS REVIEW DURING CONSTRUCTION

- (a) Till the Construction Completion, the Concessionaire shall, on or before the 15th (fifteenth) day of every month, prepare and submit to the Independent Engineer and the Authority, a monthly progress report, for the previous month, in the form and manner prescribed by the Independent Engineer from time to time along with such other relevant information, as may reasonably be required by the Authority or the Independent Engineer. Such report shall describe the progress of the design, procurement, completion and commissioning of the Project.
- (b) The Concessionaire shall also submit to the Independent Engineer, with a copy endorsed to the Authority, the relevant Designs and Drawings and other technical information as may be reasonably necessary to determine and confirm compliance with the Specifications and Standards.
- (c) The Concessionaire shall promptly carry out, at its cost such further works as may be necessary to remove the defects and deficiencies observed by

the Independent Engineer and ensure completion of construction of the Bus Terminal Facility in all respects in accordance with the provisions of this Agreement.

8.5. CONSTRUCTION COMPLETION

- (a) The Bus Terminal Facility shall be deemed to be complete only when the Independent Engineer issues the Provisional Certificate or the Completion Certificate in consultation with the Authority in accordance with the provisions of Clause 8.6 for Bus Terminal Facility (the “Construction Completion for BTF”). The Commercial Facility shall be deemed to be complete only the local municipal corporation/ municipal council/ development authority/ concerned Competent Authorities, issues the occupancy certificate for the entire Commercial Facility (the “Construction Completion for CF”). The construction completion shall be deemed to be complete (“Construction Completion”) only upon achievement of Construction Completion for BTF and Construction Completion for CF.
- (b) The Concessionaire guarantees that the Construction Completion for the BTF shall be achieved in accordance with the provisions of this Agreement on a date not later than period specified in the Schedule H from the Compliance Date for BTF (the “Scheduled Construction Completion Date for BTF”).
- (c) In the event that Construction Completion of the Bus Terminal Facility is not completed by the Scheduled Construction Completion Date of BTF, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure or due to an increase in scope of work as certified by an Independent Engineer, the Concessionaire shall subject to sub-clause (d) herein below, pay to Authority, Damages for delay beyond the Scheduled Construction Completion Date for BTF, to the extent of 6% of the Performance Security amount per month, for every month of delay or part thereof, for a maximum period of 12 (twelve) months after which Authority shall be entitled to terminate this Agreement. Provided that nothing contained in this sub-clause (c) shall be deemed or construed to authorize any delay by the Concessionaire in achieving Construction Completion of Project.
- (d) In the event of termination as per Clause 8.5(c), the Authority shall be entitled to invoke the Performance Security and to terminate this Agreement for a Concessionaire Event of Default in accordance with the provisions of Article 14 hereof. Provided that instead of terminating this Agreement, the Authority may at its sole option extend the time for achieving Construction Completion of BTF on such terms and conditions as it deems fit, in its sole discretion.

8.6. TESTS

- (a) At least 30 (thirty) days prior to the likely construction completion for BTF, the Concessionaire shall notify the Authority and the Independent Engineer of the same and shall give notice to it of its intent to conduct the Tests. The Concessionaire shall give the Authority and the Independent Engineer at least 10 (ten) days prior notice of the actual date on which it intends to commence the Tests and at least 7 (seven) days prior notice of the commencement date of any subsequent Tests. Such notice will set out the place, date and time when such Tests. It shall be compulsory for the Independent Engineer to attend the Tests. The Authority may designate a representative with suitable qualifications and experience to witness and observe the Tests.
- (b) Within 7 (seven) days from the date of inspection in accordance with sub-clause (a) above, the Independent Engineer shall in consultation with the Authority issue a provisional certificate (the “**Provisional Certificate**”) on successful completion of the Tests if the Bus Terminal Facility, or any part thereof, to the Independent Engineer’s reasonable satisfaction, can legally, safely and reliably be opened for Commercial Operations despite certain items of work or things forming part thereof (being within the Scope of Works) not being complete as such works and things do not, in any manner whatsoever, affect the safety or usability of the Bus Terminal Facility, in any material respect. In such an event, the Provisional Certificate for BTF, shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire (the “**Punch List**”).
- (c) The Concessionaire shall complete or cause to be completed the Punch List Items appended to the Provisional Certificate for BTF, within a period of 30 (thirty) days from the date of issue of the Provisional Certificate and, upon completion thereof, the Concessionaire shall notify the Independent Engineer. The Independent Engineer shall, within 7 (seven) days of receipt of such notice, inspect the Bus Terminal Facility, and confirm completion of the Punch List Items by issuing, in consultation with the Authority, the construction completion certificate for BTF (the “**Completion Certificate**”).
- (d) In the event of the Concessionaire’s failure to complete the Punch List items within the stipulated period of 30 (thirty) days from the date of issue of the Provisional Certificate, the Authority may, without prejudice to any other rights or remedy available to it under this Agreement or at law, complete the remaining Punch List items, at the risk and costs of the Concessionaire. The Concessionaire shall reimburse to Authority on demand the entire costs incurred by the Authority in completing the Punch List items, failing which the Authority shall have the right to appropriate

the relevant amounts from the Performance Security and/or set off any amounts due and payable by the Authority to the Concessionaire to the extent required/available and to recover the deficit amount, if any, from the Concessionaire.

- (e) The Concessionaire shall bear all the expenses relating to Tests under this Agreement. The Independent Engineer shall have the right to suspend or postpone any Test, if it is reasonably anticipated or determined during the course of the Test that the performance of the Bus Terminal Facility, or any part thereof, does not meet the Specifications and Standards.
- (f) Whenever obligatory inspection by the concerned Competent Authorities is required, the same shall be arranged and attended to by the Concessionaire. The Authority shall provide the necessary facilitation in this behalf. All the deficiencies pointed out by the concerned Competent Authorities during the inspection shall be promptly attended by the Concessionaire at its cost and expense, to the entire satisfaction of the inspecting Competent Authorities.
- (g) The Concessionaire shall commence Commercial Operations of the Bus Terminal Facility with effect from the Operations Date; provided that the Concessionaire shall have, by the Operations Date, unconditionally and irrevocably handed over Authority Facilities to the Authority, including all rights, interests and title therein or thereto, for possession, occupation and use thereof by the Authority or its nominated agency in such manner as the Authority, in its sole discretion deems fit.

8.7. OPERATION AND MAINTENANCE OF BUS TERMINAL FACILITY

- (a) The Concessionaire shall, in consultation with the Authority and the Independent Engineer, not later than 60 (sixty) days before the Scheduled Construction Completion Date for BTF or before the Operations Date, whichever is earlier, prepare and submit a manual for the operations and regular and preventive maintenance (the **“O&M Manual”**). The Concessionaire shall ensure and procure that at all times during the Operations Period, the Bus Terminal Facility (excluding the Authority Facilities) is operated and maintained in a manner that it complies with the Specifications and Standards and provisions of this Agreement. The Concessionaire shall provide 5 (five) copies of the O&M Manual to the Authority and 2 (two) copies to the Independent Engineer for its review. The O&M Manual will become final only after it has received the final approval of Authority.
- (b) Not later than 4(four) weeks prior to the start of each Financial Year, the Concessionaire shall provide to the Authority its proposed programme for

maintenance of the Bus Terminal Facility (the **“Maintenance Programme”**) for the relevant Financial Year.

- (c) The Concessionaire shall operate and maintain the Bus Terminal Facility at its cost, by itself or through Subcontractors in accordance with the terms of this Agreement, including the Scope of Work, the Specifications and Standards, Applicable Laws, Clearances, the O&M Manual, the Maintenance Programme and Good Industry Practice.
- (d) The Concessionaire shall undertake inspection of the Bus Terminal Facility, at least once every month, to determine its condition and for compliance with the Specifications and Standards, O&M Manual and the Maintenance Programme.
- (e) The Concessionaire shall, at its cost, prepare and submit every month to Authority 3 (three) copies of the Traffic Report setting out details of bus and passenger traffic for the previous month, including the vehicle numbers in each category, bus registration numbers, the time of exit from the Bus Terminal and variation, if any, between the actual traffic vis a vis the schedules of buses. Authority shall co-operate with the Concessionaire and render necessary support to the Concessionaire in getting such variations corrected.
- (f) The Concessionaire shall provide at its cost all equipment, consumables and materials, including power, water and other facilities, necessary for undertaking the operation and maintenance of the Bus Terminal Facility (excluding the Authority Facilities). Maintenance shall include regular, routine, periodic and preventive maintenance and the replacement of equipment/ consumables etc. and upkeep of the Bus Terminal Facility in good order and working condition.
- (g) Save and except as otherwise expressly provided in this Agreement, if the Bus Terminal Facility or any part thereof shall suffer any loss or damage during the Concession Period, from any cause whatsoever, the Concessionaire shall, at its cost and expense rectify and remedy such loss or damage in a manner so as to make the Bus Terminal Facility conform to the Specifications and Standards, quality and performance as prescribed by this Agreement and Good Industry Practice.
- (h) The Concessionaire shall at its cost repair, rectify, replace, remove any defects, imperfections, shortcomings or such other faults, normal or fair wear and tear excepted, in the design, detailed engineering or construction and commissioning of the Bus Terminal Facility or otherwise, whether latent or patent and complete such works expeditiously in accordance with Good Industry Practice.

- (i) The Concessionaire shall replace, repair, replenish or renew, as the case may be, the materials, goods, machinery, equipment, spares, capital components of the Bus Terminal Facility (excluding the Authority Facilities) as necessary to carry out efficient operations and maintenance thereof and to provide adequate service standards. The Concessionaire shall maintain the maintenance logs.
- (j) The Concessionaire shall monitor the traffic movement at the entrances to, exits from and within the Bus Terminal Facility to prevent traffic jams, obstruction to movement of pedestrians, accidents and emergencies, put appropriate sign boards in English, Hindi and the local language, notices and barriers, as necessary.
- (k) The Concessionaire shall be responsible for using best efforts for ensuring the safety of persons at the Site and undertake the operation and maintenance of the Bus Terminal Facility (excluding the Authority Facilities) so as to cause the minimal disruption of the operation and use of the Bus Terminal, the movement of buses, vehicle or pedestrians thereat or inconvenience to the Users.
- (l) In the event the Concessionaire does not maintain and/or repair the BTF or any part thereof in conformity with the with the Specifications and Standards and provisions of this Agreement, O&M Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages.

8.8. CHANGE OF SCOPE

- (a) The Authority may, notwithstanding anything to the contrary contained in this Agreement, require provision of such additional works and services on or about the Project which are beyond the Scope of Works (the "**Change of Scope**"), Provided such changes do not require expenditure exceeding 5% (five percent) of the BTF Project Cost and do not adversely affect the Scheduled Project Completion Date. All such changes shall be made by Authority by an order (the "**Change of Scope Order**") issued in accordance with the procedure set forth in sub-clause (c) to (i).
- (b) The Authority shall whenever it desires provision of additional works and services referred to in sub-clause (a) above, issue to the Concessionaire

a notice of Change of Scope (the “**Change of Scope Notice**”) through the Independent Engineer.

- (c) Upon receipt of Change of Scope Notice, the Concessionaire shall, within a period of 15 (fifteen) days, provide to the Authority and the Independent Engineer such information as is necessary and reasonable together with preliminary documentation in support of the following:
 - (i) The impact which the Change of Scope is likely to have on the Implementation Schedule, if the work is required to be carried out before the Operations Date, and
 - (ii) The cost to the Concessionaire of complying with such Change of Scope Notice on account of variation in quantities of items of work, material and labour costs along with an analysis of rates (as per current schedule of rates applicable to works assigned by Authority to its contractors, including premium on such rates) for carrying out such items of work; the options suggested for implementing the proposed Change of Scope and the effect, if any, of each such option on the cost and time for its implementation.

Provided that the cost of providing such information shall be reimbursed by the Authority to the Concessionaire to the extent the same are certified as reasonable by the Independent Engineer.

- (d) The Independent Engineer shall review the information provided by the Concessionaire, assess the change in quantities of items of work, verify the analysis of rates if required, settle the rates and quantities and approve the designs (without the Authority being liable in any manner for such approval), determine the additional cost resulting from such change that shall be payable by the Authority to the Concessionaire. Provided that the final cost computation shall be made by taking into account the actual work executed as measured and certified by the Independent Engineer at the settled rates.
- (e) The Independent Engineer shall communicate its recommendation to the Authority within a period of 15 (fifteen) days from the receipt of information from the Concessionaire.
- (f) The Authority shall, on the basis of the recommendation of the Independent Engineer, issue the Change of Scope Order within a period of 15 (fifteen) days from the date of recommendation made by the Independent Engineer in accordance with preceding sub-clause (e) above.
- (g) The Change of Scope Order shall be effective and binding upon receipt

thereof by the Concessionaire. Notwithstanding a dispute regarding cost and time for implementation of such order, the Concessionaire shall proceed with the performance of such order promptly following receipt thereof. Any such dispute shall be resolved in accordance with the Dispute Resolution Procedure. Pending resolution of the dispute, the Authority shall pay to the Concessionaire, an amount equal to the costs certified by the Independent Engineer, in case the Change of Scope involves an increase in the bill of quantities.

- (h) All claims by the Concessionaire pursuant to this Clause 8.8 shall be supported by such documentation as is reasonably sufficient for Authority /Independent Engineer to determine the accuracy thereof, including invoices from Subcontractors and certification of such claims by the Statutory Auditors.
- (i) The Authority shall pay to the Concessionaire the amounts certified as the additional cost by the Independent Engineer in periodic instalments as per the milestones determined by the Independent Engineer at the settled rates on the basis of actual work executed as measured and certified by the Independent Engineer.

8.9. MONITORING AND INSPECTION

8.9.1. Independent Engineer

(a) Appointment and Remuneration

- (i) The Authority and Concessionaire hereby agree that Delhi Integrated Multi-Modal Transit System Ltd. ("DIMTS") shall be appointed as the Independent Engineer for the Project.
- (ii) The Authority, the Concessionaire and DIMTS shall, within 30 days of the Agreement Date, enter into a tripartite agreement for appointment of DIMTS as Independent Engineer for the Project and shall continue for the operations period.
- (iii) The Independent Engineer shall monitor the implementation of the Bus Terminal Facility and discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule O and elsewhere in this Agreement and submit periodic reports (at least once every month) in respect thereof to the Parties in the form and manner as mutually agreed and provide the Parties such additional information as they may reasonably require from time to time to fulfill their obligations hereunder.
- (iv) The Independent Engineer shall have no authority to relieve the

Concessionaire of any of its obligations or responsibilities under this Agreement. Any proposal, inspection, examination, testing, consent, approval or similar act of or by the Independent Engineer (including absence of disapproval) shall not relieve the Concessionaire from its obligations and responsibilities hereunder.

- (v) All fees, costs, charges and expenses payable to the Independent Engineer in accordance with the terms of its appointment shall be borne by the Concessionaire.
- (vi) During Construction Period for BTF, the remuneration of Independent Engineer shall be maximum 2.0% (two percent) of the BTF Project Cost payable quarterly basis to the Independent Engineer within 15 (fifteen) days of receipt of invoice from the Independent Engineer, and any payments in excess thereof shall be borne entirely by Authority.
- (vii) During Operations Period for BTF, the remuneration of Independent Engineer shall be 0.5% (point five percent) of the Total Project Cost per annum for 12 months period from the date of issue of Completion of Certificate for Bus Terminal Facility and thereafter the remuneration shall be increased by 10% (ten percent) every year from the date of issue of Completion Certificate for Bus Terminal Facility. The aforesaid remuneration shall be payable in advance on quarterly basis to Independent Engineer by the Concessionaire.
- (viii) The Authority may replace Independent Engineer in accordance with the procedure provided in Clause 8.9.1(b) below.

(b) Termination of Appointment

- (i) Authority may replace the Independent Engineer in any of the following reasons by giving atleast 30 days written notice:
 - 1) if, in accordance with the terms of its appointment the Independent Engineer resigns or notifies its intention not to continue as the Independent Engineer;
 - 2) if, Authority has reason to believe that the Independent Engineer has not discharged its duties in a fair, appropriate, efficient and diligent manner;
 - 3) If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority, supported with necessary documents, and seek termination of the appointment of the Independent Engineer. Upon

receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer as provided below.

- (ii) The replacement of the Independent Engineer shall be effected so as to maintain the continuity in supervision and monitoring of the Project Facility by the Independent Engineer.
- (iii) If DST consents to the replacement of DIMTS as Independent Engineer or if DIMTS resigns as Independent Engineer, then
 - 1) DIMTS would continue to discharge the functions of Independent Engineer till such time as the replacement Independent Engineer has not been appointed.
 - 2) DST shall appoint a consulting engineering firm/company of engineers having the requisite experience in similar projects through a competitive bidding process to be the Independent Engineer under this Agreement. The cost of such replacement Independent Engineer shall be borne by the Concessionaire.

(c) Qualified Personnel

- (i) The Independent Engineer shall designate and notify to the Parties a list of its authorized employees who can sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of such authorized persons; provided that the Independent Engineer may by notice in writing substitute any such authorized persons by any of its employees.
- (ii) The Independent Engineer shall employ appropriately qualified and experienced engineers and other professionals for discharging its responsibilities under this Agreement; provided such employees of the Independent Engineer shall have no right or claim against or create any obligation on the Parties in respect of their employment.

(d) Dispute Resolution

If either Party disputes any advice, instruction, decision, direction or award of the Independent Engineer, the assertion or failure to assert jurisdiction,

the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

8.9.2. Maintenance Review Committee

- (a) The Authority shall ensure that a maintenance review committee, comprising one person nominated by the Authority, one person nominated by the local district administration, one person nominated by the Concessionaire and one person nominated by the Independent Engineer (the “**Maintenance Review Committee**”), is established one month prior to Operations Date. The Concessionaire shall be obligated to depute its authorized representative to such committee by the stipulated date. The tenure of the Maintenance Review Committee shall commence from the date of constitution thereof and shall continue until the end of the Concession Period.
- (b) The Authority nominee shall be chairman of the Maintenance Review Committee. The Maintenance Review Committee shall, to the extent possible, act by consensus, failing which it will act by majority vote. The Maintenance Review Committee shall determine the procedure to be followed for its meetings and carrying out its functions.
- (c) The Maintenance Review Committee shall oversee the operation and maintenance of the Project by the Concessionaire in accordance with the provisions hereof and in a manner that the construction and/or maintenance of the CF does not conflict with/adversely affect the operation and maintenance of the BTF. It shall perform the following duties:
 - (i) Review the periodic reports submitted by the Concessionaire;
 - (ii) Review the curing of defects and defaults in the operation and maintenance of the Project/Project Facilities;
 - (iii) Use best endeavors to assist in resolving, without being liable in any manner, operational issues and disputes between the Concessionaire and BTF Licensees or other persons;
 - (iv) Review the safety and security of the operations and maintenance activities relating to the Project;
 - (v) Monitor the redressal of complaints and grievances of BTF Licensees and other Persons by the Concessionaire;
- (d) The Maintenance Review Committee shall meet at least once every quarter or earlier as required. The expenses of the working

and functioning of Maintenance Review Committee shall be borne by the Concessionaire.

- (e) The Concessionaire shall extend full co-operation to the Maintenance Review Committee in performing its functions.
- (f) The Maintenance Review Committee may, from time to time, appoint experts to assist it in monitoring the operation and maintenance of the Project by the Concessionaire, in accordance with the provisions hereof. The expenses of the experts shall be borne by the Authority.
- (g) The Concessionaire shall provide Maintenance Review Committee/ persons authorized by it/experts access to all parts of the Site/Project Facilities and to all documents, records and relevant materials and information relating to the Project.
- (h) The Maintenance Review Committee shall have the right to invite representatives of the BTF Licensees / association of BTF Licensees / others to attend its meetings as invitees and to issue reasonable directions and instructions to them.
- (i) Any failure on the part of the Maintenance Review Committee in respect of its functioning shall not (1) amount to any consent or approval of the activities of the Concessionaire/ BTF Licensees /association of BTF Licensees /others; and (2) release or discharge the Concessionaire / BTF Licensees /association of BTF Licensees of its/their obligation to carry out the maintenance of the Commercial Facility.

8.9.3. Inspection

- (a) Notwithstanding any provisions of this Agreement and without prejudice to any of the other rights vested under the provisions hereof, the Authority, the Independent Engineer, the Maintenance Review Committee, any Competent Authority and any Person authorised by either of them shall during the Concession Period, at all reasonable times and upon reasonable notice have access to the Project Site and the Project Facilities to inspect and examine the materials, plant, equipment and workmanship and all the documents, reports, data, books, accounts, information for compliance thereof with the provisions hereof and to check the progress of the works or for performing statutory duties and the Concessionaire shall provide the necessary cooperation and assistance to them in this behalf.
- (b) The Authority and Independent Engineer shall be entitled,

during fabrication, construction or preparation at any places where Works are being carried out, to inspect, examine and test the materials and workmanship, and to check the progress thereof of all works under this Agreement. The Concessionaire shall give the Authority and Independent Engineer full opportunity to inspect, examine, measure and test any work on the Site or wherever carried out.

- (c) The Concessionaire shall give due notice to Authority and Independent Engineer whenever such work is ready, before packaging, covering up or putting out of view, including foundation works. The Independent Engineer and the Authority shall then respond to the Concessionaire with their intention to either carry out the inspection, examination, measurement or testing within 14 (fourteen) days, or notify that it is considered unnecessary. If the Concessionaire fails to give such notice, it shall, when required by the Independent Engineer, uncover such work and thereafter reinstate and make good the same at its own cost.
- (d) If the Independent Engineer or the Authority fail to respond to the Concessionaire's notice within 14 (fourteen) days of receiving the notice, it shall be deemed to imply that they do not consider it necessary to inspect the work mentioned in the notice.
- (e) The Authority shall also have the right, without prejudice to the aforesaid, to carry out surprise checks of the works, operations and documents and records relating to the Bus Terminal Facility.

8.9.4. Testing During Concession Period

- (a) The Authority and/or the Independent Engineer may during the Concession Period, conduct or cause to be conducted through Third Parties or require the Concessionaire to conduct such tests in respect of the Bus Terminal Facility and/or CF as are may be required pursuant to the Specifications and Standards and Good Industry Practice or as it/they may reasonably deem appropriate.
- (b) The Concessionaire shall provide the necessary documents and other information and such assistance, labour, materials, consumables, electricity, fuel, stores, apparatus and instruments as may reasonably be required to carry out such tests. The Concessionaire shall provide engineering support and technical know-how as necessary to carry out such tests.
- (c) Such tests shall be held in the presence of the Authority and/or the Independent Engineer, who shall verify the result thereof and in the event of the tests being successful issue the certificate of

compliance.

- (d) The cost of such tests shall be borne by the Concessionaire.
- (e) If, as a result of such tests, the Authority and/or the Independent Engineer decides that any plant, materials, consumables, design, process or workmanship relating to the Bus Terminal Facility is defective or otherwise not in compliance with the Specifications and Standards and Good Industry Practice, the Authority and/or the Independent Engineer may reject such plant, materials, consumables, design, process or workmanship and shall forthwith notify the Concessionaire with reasons for rejection and require correction of such defects within the reasonable stipulated time.
- (f) The Concessionaire shall make good such notified defects within the stipulated time, and undertake re-testing, if any, at its cost that may be required by the Authority and/or the Independent Engineer. In the event that the Concessionaire fails to repair, replace or rectify such defects within a period of 15 (fifteen) days from stipulated time in the notice issued by the Authority / Independent Engineer in this behalf, the Authority shall be entitled to get the same repaired, replaced or rectified at the Concessionaire's risk and cost so as to ensure that the Bus Terminal Facility is in conformity with the Specifications and Standards. All costs incurred by the Authority in this behalf shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand in this behalf.
- (g) The Authority shall be entitled to appropriate the relevant amounts necessary to secure performance of the Concessionaire's obligations under this Clause 8.9.4 from the Performance Security.
- (h) Any such inspection or testing by the Authority, the Independent Engineer or any Competent Authority shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

8.10. Reporting Requirements

The Concessionaire shall, in addition to the reporting requirements set forth elsewhere in this Agreement, comply with the reporting requirements hereunder. Authority may from time to time specify any changes in the formats or periodicity for any reports. The Concessionaire shall be liable for and shall indemnify, protect, defend and hold harmless, the Authority, the Authority's officers, employees and agents from any liability, costs, expenses, settlements and judgements arising out of any failure to prepare and submit reports in

accordance with the requirements of law, Directive or clearance.

8.10.1. Construction Period Reports

The Concessionaire shall provide to the Authority and the Independent Engineer a monthly progress report till the Construction Completion, which shall contain the following information

- (a) Summary of Progress: summary of the progress of the Project for that month which shall detail:
 - (i) any areas of significant concern and the action being taken to resolve any significant difficulties;
 - (ii) the actual progress made during that month against the construction schedule including a description in reasonable detail of the work carried out;
 - (iii) any matters which have come to light which are likely materially and adversely to affect the construction of the Project;
 - (iv) any potential or actual deviations from the construction schedule, the Specifications and Standards and Good Industry Practice or otherwise confirmation that construction is proceeding in accordance therewith; and
 - (v) a commentary on the progress plan;
- (b) Budget Analysis: showing actual expenditure in that month against the relevant budget for that period and detailing the remaining costs of the Bus Terminal Facility and the means of financing available to cover such costs;
- (c) Completion: details of any changes to the proposed date of completion of construction of the Bus Terminal Facility and the reasons for such changes;
- (d) Clearances: written confirmation that all Clearances then required are in full force and effect including a list of such clearances; and
- (e) Exceptions: details of any exceptions, accidents, legal notices, workers unrest/ strike, conflicts, any unauthorized possession or encumbrance on the Project Site, Force Majeure Event, etc.

8.10.2. Operations Period Reports

The Concessionaire shall provide to the Authority, the Maintenance Review Committee and the Independent Engineer, if any, a quarterly operation and maintenance progress report during the Operations Period, which shall contain the following information:

- (a) Expenses: details of costs or expenses of operations, maintenance and other repairs incurred in that quarter or expected to be incurred in the following quarter on the Bus Terminal Facility;
- (b) Maintenance Plan: a maintenance plan for the Bus Terminal Facility for the next quarter and a report on maintenance carried out during the previous quarter (including a commentary on any material deviation from expected maintenance activities as set out in the maintenance plan);
- (c) Variations: Any cost variations occurring due to Change in Law and any other variation which may have become due in accordance with this Concession Agreement; and
- (d) Exceptions: details of any exceptions, accidents, legal notices, workers unrest/ strike, conflicts, any unauthorized possession or encumbrance on the Project Site, Force Majeure Event, etc.

8.10.3. Additional Information

The Concessionaire agrees to provide the Authority, the Maintenance Review Committee and the Independent Engineer such further information as any of them may reasonably request in order for them to monitor the progress and performance of the Project.

The Concessionaire shall also provide the Authority with such reports, which are required to comply with the instructions of Competent Authority or the standing procedures for any clearance, etc.

8.10.4. Other Information

The Concessionaire shall provide the following information to the Authority promptly after becoming aware of it:

- (a) Force Majeure: details of any Force Majeure Event which has occurred or which is imminent and fortnightly updates with respect to it as long as it continues or is imminent;
- (b) Litigation: details of any actual, pending or threatened material litigation, arbitration, claim or labour dispute;
- (c) Legislation: details of contravention of any Applicable Law or with the

terms of any Clearance and any fines or penalties that have or may thereby be incurred;

- (d) Notices: All penalties or notices of violation issued by any Competent Authority; and
- (e) Financial Condition: notification of any adverse material change in the financial condition of the Concessionaire or the Project promptly following such occurrence.

8.11. PARKING CAPACITY AUGMENTATION

Based on the traffic survey conducted by the Concessionaire, the capacity of the parking should be evaluated. If the parking in the Bus Terminal area is running at more than 90% capacity during the peak hour for a continuous period of 30 days, the Concessionaire shall within a period of 12 months or as decided by the Maintenance Review Committee, increase the number of parking ECS in the Bus Terminal area by 20% of the existing parking ECS in the Bus Terminal area.

8.12. NO BREACH

- (a) The Concessionaire shall not be considered to be in breach of its obligations herein nor shall it incur or suffer any liability if and to the extent performance of any such obligations is affected by or on account of any of the following:
 - (i) Force Majeure Events, subject to provisions of Article 12;
 - (ii) Authority Event of Default or any other material act or omission of the Authority in contravention of its obligations under this Agreement or a material delay, impediment, default or prevention due to or caused by the Authority or any Competent Authority;
 - (iii) Compliance with the instructions or directions of the Authority / Maintenance Review Committee/ Independent Engineer/ any Competent Authority other than instructions issued as a consequence of a breach or default by the Concessionaire of any of its obligations hereunder;
 - (iv) Extensions granted under the provisions of this Agreement, or specific extensions granted by the Authority or the Independent Engineer or the Maintenance Review Committee or extensions made by the mutual agreement of the Parties;
 - (v) Measures taken to ensure the safe use of the Project Facilities

except when the unsafe conditions have been occasioned by the Concessionaire's failure to perform its obligations under this Agreement.

- (b) In the event of delay due to circumstances set forth in sub-clause (a) above, the Concessionaire shall be relieved of its obligations to the extent of such delay and, upon written request, be granted an extension of the time equal to the period of delay, as certified by the Independent Engineer for fulfilling its obligations relating to the Project.

8.13. BTF LICENSING ARRANGEMENTS w.r.t. COMMERCIAL AREAS/ PASSENGER AMENITIES WITHIN THE BUS TERMINAL FACILITY

- (a) The Concessionaire may, effective from the Operations Date, enter into licensing arrangements (licenses, franchises, subcontracts or similar arrangements but not sub-leases or sales) on mutually agreed market driven terms and conditions ("**BTF Licensing Arrangements**") with any Person of its choice (the "**BTF Licensees**") in respect of the Passenger Amenities (including commercial built up areas) and/or to run, operate, manage and provide the Passenger Amenities.

Provided that

- (i) all such arrangements shall be in the nature of a bare license and shall not create or be deemed to create any tenancy rights in favour of the BTF Licensees on, over or in the Bus Terminal Facility/ Passenger Amenities (including commercial built up areas) or any part thereof. The Concessionaire's failure to comply with this sub-clause shall be at its cost, risk and consequence and shall constitute a Concessionaire Event of Default;
- (ii) the Passenger Amenities shall conform to the usages /activities specified in Schedule D or expressly permitted under this Agreement, unless otherwise approved in writing by the Authority, and where applicable, the user charges for specified amenities shall be as per the rates set forth in Schedule P;
- (iii) the Concessionaire shall be solely liable to undertake the operation and maintenance of the Passenger Amenities at its cost and expense in accordance with the Specifications and Standards;
- (iv) the BTF Licensing Arrangements for Passenger Amenities Area under or pursuant to this Agreement shall comply with the terms and conditions of this Agreement and, as applicable, terms and conditions of this Agreement shall form a part of such arrangements;
- (v) the BTF Licensing Arrangements under or pursuant to this Agreement shall not contain any terms or provisions inconsistent

- with or in derogation of any terms or provisions contained in this Agreement;
- (vi) all such BTF Licensing Arrangements shall be determined and terminated automatically and simultaneously with the expiry, determination or termination of this Agreement or Concession Period, whichever is earlier; and
 - (vii) the execution of such BTF Licensing Arrangements shall not relieve the Concessionaire of its liability or obligations as set out in this Agreement.
- (b) Concessionaire shall submit to the Authority for its information and records a notarised true copy of the agreements relating to the BTF Licensing Arrangements within 15 (fifteen) days of the date of execution, modification or amendment thereof.
- (c) Authority shall not be liable in any manner whatsoever to any BTF Licensees / Person in respect of or in connection with BTF Licensing Arrangements between the Concessionaire and BTF Licensees / Persons or disputes relating thereto or otherwise. The Concessionaire shall indemnify and keep indemnified the Authority and its employees and its consultants from and against all costs, losses, damages, liabilities, proceedings, litigation, penalties etc. in this behalf.

ARTICLE 9 COMMERCIAL FACILITY

In consideration of the Concessionaire financing, implementing, operating and maintaining the Project Facility in accordance with the provisions hereof, the Authority hereby grants the Concessionaire, subject to the provisions hereof, the right to develop, design, finance, construct, operate and maintain the Commercial Facility at the Site and to undertake marketing, booking and allotment of built up areas therein, including the determination, charging, demanding, collection, retention and appropriation of Premia.

9.1. COMMERCIAL FACILITY SCHEME

Prior to commencing the development and construction of the Commercial Facility or undertaking any marketing, booking for or allotment of built up areas therein or creating any third party rights in relation thereto,

- (a) The Concessionaire shall at its cost prepare a scheme relating to the construction, booking and allotment of the built up areas (the **“Commercial Facility Scheme”** or the **“CF Scheme”**). The CF Scheme shall, inter alia, contain the formats of the application form, allotment agreement, brochures and other information and materials, the payment plan for the applicants/ allottees/ licensees, the construction schedule, the payment disbursement schedule for Concessionaire as linked to the achievement of specified construction milestones, the details of the total built up area, common areas and the facilities and amenities, the financing plan, manpower, materials and equipment deployment plan, the implementation schedule, locations of advertisements and hoardings and the master plan.
- (b) The Authority shall review the scheme submitted by the Concessionaire and subject to the provisions of sub-clause (c) herein below, communicate its approval within fifteen (15) days from the date of the receipt of such scheme. The Authority may in consultation with the Concessionaire prescribe a schedule for submission, clarifications and approval of the scheme.
- (c) In the event Authority has any objection to the scheme or any part thereof, it shall promptly and without any undue delay notify the Concessionaire of its objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon, the Concessionaire shall within 15 (fifteen) days of such notification provide necessary clarification to the and/ or re-submit revised scheme or part thereof, as the case may be, after incorporating the changes, modifications or corrections suggested by the Authority.

- (d) If the Authority does not object to the scheme submitted to it by the Concessionaire within 30 (thirty) days of submission, the Authority shall be deemed to have approved such scheme and the Concessionaire shall be entitled to proceed with the implementation of Commercial Facility accordingly.
- (e) Notwithstanding the express or deemed approval of the CF Scheme by the Authority, the Concessionaire shall be solely responsible for the contents thereof or any defect and/or deficiency therein or any part thereof. The Authority shall not be responsible or liable in any manner whatsoever to any applicant, allottee, lessee or person whomsoever as a result of having reviewed or approved or deemed review and approval of the CF Scheme or for the accuracy, completeness or otherwise of the designs and drawings or works relating thereto.
- (f) On such approval by the Authority, the CF Scheme shall be referred to as the approved CF Scheme (the “**Approved CF Scheme**”) and shall form a part of this Agreement, being appended hereto as Schedule T.
- (g) Approved CF Scheme shall be effective from the Compliance Date or the date of its approval, whichever is later, and thereafter the Concessionaire may undertake the marketing, booking and allotment of Commercial Facility and the built up areas thereat in accordance with the Approved CF Scheme and the provisions hereof and shall not deviate from such scheme unless such deviation is approved in writing by Authority; provided that any deviation from the Approved CF Scheme by the Concessionaire or Persons claiming through or under it shall be made at the Concessionaire’s sole cost, risk and consequence.
- (h) The Concessionaire and the Persons claiming through or under it shall indemnify and keep indemnified the Authority, its employees, agents and advisors from and against any claim, liability, cost, suit or legal proceeding and attorney costs arising in any manner from the construction, implementation and use of the Commercial Facility, including the soundness of any design, civil or engineering or other works, structural strength, construction quality, workmanship etc. thereof or the marketing, allotment and license of the built up areas in the Commercial Facility, or the demanding, charging, collection, retention and appropriation of Premia or any other payments in respect thereof or the execution of CF License Agreement, or that may arise as a result of such Approved CF Scheme, the Concessionaire’s activities pursuant thereto or deviation therefrom.

9.2. CONSTRUCTION OF COMMERCIAL FACILITY

- (a) The Concessionaire shall commence the construction of the Commercial

Facility from the Compliance Date and any development, design, work or contracting undertaken by the Concessionaire in respect of Commercial Facility prior to such date shall be at the Concessionaire's sole risk, cost and consequence. However, in case Bus Terminal Facility is operational during the construction of the Commercial Facility, the construction shall be undertaken in a manner to avoid any disruption in the operations of Bus Terminal Facility.

- (b) The Concessionaire shall undertake the detailed engineering, design, site development, financing, construction and completion of the Commercial Facility after obtaining sanction to the building plan, with necessary designs, plans and specifications from the concerned Competent Authority, Applicable Laws, terms of Clearances, relevant building codes and standards, structural and safety requirements and Good Industry Practice.
- (c) The Concessionaire shall arrange and procure at its cost all the Clearances, permits, no-objection certificates etc. from the concerned Competent Authorities that are required for the development, construction and use of the Commercial Facility. The Concessionaire shall provide, procure and arrange at its cost all the plant, materials, labour, equipment and consumables (power, water etc) and remove or shift the utilities and structures at, on, over or under the Site as necessary for the construction of the Commercial Facility and shall observe and comply with all Applicable Laws relating thereto, including construction, labour and environmental laws.
- (d) As per local building bye-laws available Floor Area Ratio (FAR) is 1.50 with ground coverage of 25%. After reserving built up area for Bus Terminal Facilities as detailed in Schedule D, the Concessionaire can use the remaining built-up area for development of Commercial Facilities as per the local building bye-laws restricting FAR 1.50.
Provided that the Concessionaire shall be entitled to utilize the unutilized FAR/ FSI or any addition in the FAR, due to change in development norms during the Concession Period, upon payment of proportionate premium to Authority as per evaluation carried out by Authority at the time of such application by the Concessionaire. Any development fees or any other charges payable for use of such additional FAR shall be payable by the Concessionaire to the relevant Competent Authorities.
Provided that in case the Concessionaire does not want to use any unutilized FAR/FSI, it shall revert to the Authority, which may use or procure use thereof by itself or any person authorized by it in this behalf. Provided that any utilisation of such unutilized FAR/FSI by Authority/ person authorized by it shall be done keeping in view the structural strength of the foundation, construction and buildings etc.

9.3. MARKETING AND ALLOTMENT OF BUILT UP AREA IN COMMERCIAL FACILITY

- (a) The Concessionaire shall, in accordance with the Approved CF Scheme and the provisions hereof, be entitled, at its cost, risk and consequence, to market, accept booking applications for, make allotment of and enter into allotment agreements (between the Concessionaire and such applicants/ allottees) in relation to the built up area at the Commercial Facility with any person on mutually agreed terms and conditions in the following manner:
 - (i) 20% of the sanctioned and permissible built up area can be marketed and allotted upto achievement of the Project Milestone -2 for the Bus Terminal Facility as specified in Schedule H;
 - (ii) 35% of the sanctioned and permissible built up area can be marketed and allotted upto achievement of the Project Milestone -3 for the Bus Terminal Facility as specified in Schedule H;
 - (iii) 50% of the sanctioned and permissible built up area can be marketed and allotted upto Construction Completion of BTF;
 - (iv) 100% of the sanctioned and permissible built up area can be marketed and allotted after Construction Completion of BTF;
- (b) The Concessionaire confirms that provisions of sub-clause (a) above is an essential condition and any violation thereof, unless the same is undertaken with the express prior written consent of the Authority, shall constitute a Concessionaire Event of Default.
- (c) The Concessionaire shall have the right to charge, demand and collect the Premia for the built up areas in the CF from the applicants/ allottees/ licensee/ other persons at market driven rates. All payments of Premia (pursuant to booking, allotment or licensing) shall be made by the applicants/ allottees/ licensees/ other persons only by way of demand drafts/banker's cheques drawn in favour of the Concessionaire. In case of cancellation or withdrawal of the booking/allotment of the built up area in the CF by the applicant/ allottee, the Concessionaire shall be solely liable for refund of the payments made by such Persons subject to such deductions as have been set forth in this behalf in the booking applications, allotment agreements or other documents. The Authority shall not be liable in any manner in this behalf to any Person and the sole liability for the same shall be borne by the Concessionaire at its cost, risk and consequence.
- (d) The Concessionaire shall submit to Authority a copy of the booking applications, allotment agreements/letter and other documents (as

applicable) executed between itself and the applicants/allottees within 15 days of the execution, amendment or modification thereof and also submit to Authority on a quarterly basis the list of allottees (with revisions, if any) along with their contact details.

- (e) The Concessionaire accepts and acknowledges that the Authority or its employees, agencies and consultants shall not be liable in any manner whatsoever to any Person in respect of the advertising and marketing for and the booking and allotment of the built up area in the Commercial Facility and that the Concessionaire shall be solely liable in respect thereof and shall indemnify and keep indemnified the Authority and its employees, agencies and consultants in this behalf.

9.4. LICENSE OF BUILT UP AREAS IN COMMERCIAL FACILITY

- (a) The Concessionaire, shall further have the right and be entitled to grant licence or licences, for the period ending before the Transfer Date, with respect to any or all part of the Commercial Facility, to any Person or Persons as the Concessionaire may deem fit, for the purposes for which it has been constructed granting the same or limited powers as are herein contained and in accordance with the terms of this Agreement, and such Person shall be bound by the terms of this Agreement. The built up areas in the Commercial Facility that are allotted by the Concessionaire to the applicants shall be licensed to them by way of license agreements between such allottees (the **“Licensee”**) and the Concessionaire (the **“CF License Agreements”**).
- (b) The Concessionaire shall be obliged to perform its obligations hereunder and shall be liable for the breach thereof whether committed by the Concessionaire or any of its Licensees or such other party under one or more of the Licensees, contracts and arrangements referred to in this Agreement.
- (c) The Concessionaire shall ensure that it complies with all requirements of Applicable Laws and Applicable Permits before commencement of occupancy in the Commercial Facility.
- (d) All CF License Agreements entered into by the Concessionaire shall be at the sole cost, risk and expense of the Concessionaire and shall in no manner obligate or create any restrictions or seek to impose any obligations or liability on Authority. The Concessionaire shall at all times remain solely responsible to Authority for any actions or default of any Licensee that may cause a breach of any provisions of this Agreement. The Concessionaire's or any of the Licensee's failure to comply with any provision of this sub-clause or any other provision of this Agreement, shall be at the Concessionaire's cost and risk and the Concessionaire shall be

liable for all the consequence thereof and the same shall constitute a Concessionaire Event of Default.

- (e) The Concessionaire shall not have any right to sell, transfer, assign or otherwise create any third party interest in the whole or any part of the Project Facilities including the land comprised in the Project Site and in the whole or any part of the Project Facilities save and except as and to the extent expressly permitted under this Agreement. For the avoidance of doubt, save and except as otherwise provided herein, the Concessionaire shall have no right, authority and power to mortgage the Site/Project Facility or part thereof.
- (f) Any CF License Agreement entered into by the Concessionaire with any Licensee shall comply with the following mandatory provisions:
 - (i) CF License Agreements shall be executed effective from the Operations Date of BTF and shall be in the standard formats, approved by Authority.
 - (ii) It shall not contain any terms or provisions inconsistent with or in derogation of any term or provision contained in this Agreement;
 - (iii) The relevant terms and conditions of this Agreement shall be complied with by the Licensees at all times and form a part of the relevant License;
 - (iv) Further sub-licensing or any other commercial arrangement by a Licensee shall be strictly prohibited.
 - (v) All contracts, agreements or arrangements between the Concessionaire and Licensee shall specifically stipulate that the Licensee expressly agrees that the all rights granted under the License and the maximum term of such license shall be limited to and be co-terminus with the Concession Period granted herein by Authority to the Concessionaire and shall be automatically terminated simultaneously on the expiry, or sooner determination/ Termination of this Agreement for any reason whatsoever including default of the Concessionaire, and further that the Licensee shall not have any claim whatsoever, against Authority for any such termination.
 - (vi) It shall be expressly made clear in the CF License Agreement, that in the event of a conflict between the terms and conditions of a CF License Agreement and this Agreement, the terms and conditions of this Agreement shall prevail.

- (vii) All CF License Agreements shall be entered into only by the Concessionaire pursuant to the Concession granted under this Agreement.

A breach of this provision or any of the terms aforesaid by any Licensee shall be treated as a Concessionaire Event of Default under this Agreement.

- (g) It is further expressly clarified that the Concessionaire shall, at no time during the Concession Period, not enter into any commercial arrangement/ License with any Person in which the Concessionaire give any such rights to any Person in relation to Project/ Project Facilities/ Project Site or any part thereof which is not available to the Concessionaire in the very first place or which adversely affect the interests of Authority.
- (h) The Concessionaire shall maintain the log of the cumulative Built Up Area (including percentage of the total permissible Built Up Area) licensed (the "License Register"), in such format as may be acceptable to Authority. Details of all the CF License Agreements shall be entered into the License Register within 30 (thirty) days of entering into the CF License Agreement and a copy of such a CF License Agreement shall be supplied to Authority.
- (i) The Concessionaire shall use the Commercial Facilities or any part thereof only for bona fide commercial and business activities and shall not use or cause to be used or suffer use thereof, in full or part,;
 - (i) for illegal, immoral, unauthorized or residential purposes. The list of prohibited activities is set out in Schedule M.
 - (ii) which may or is likely to cause nuisance or annoyance to the neighbours, occupiers or Users of the Project Facilities or to the owners and occupiers of any other adjoining and neighbouring property or land.
- (j) The Concessionaire and the Licensees shall on the determination of the Concession Agreement by efflux of time or otherwise, forthwith and without demur or delay, peaceably vacate the demised premises and yield the demised premises unto the Authority or its nominated agency.

9.5. MAINTENANCE OF COMMERCIAL FACILITY

- (a) The Concessionaire shall, following the construction and completion of the Commercial Facility, in full or part, and until the end of the Concession Period, undertake the maintenance of the Commercial Facility, including

the common areas, parking lots and the common facilities and amenities therein, by itself or through subcontractors in accordance with the Applicable Laws, terms of clearances and Good Industry Practice; provided that the appointment of subcontractors shall not relieve the Concessionaire of its obligations herein.

- (b) Subject to the provisions hereof, the maintenance of the Commercial Facility (including operation of the parking lots therein) shall be carried out under the oversight of the Maintenance Review Committee (following its establishment pursuant hereto) during the Concession Period and thereafter of the Authority.
- (c) Alternately, the Concessionaire may assist the Licenses to form an association of Licenses and render necessary facilitation to the Licenses in this behalf, including the formation of an association/society under the applicable laws and ensuring that the applicants/allottees sign membership forms at the time of booking/allotment. Such O&M Association shall have to be formed with Licenses representing atleast 75% of the built up area under Project Facility. Effective from the date of its formation, the O&M Association of Licenses shall, undertake/cause the maintenance and management of the Commercial Facility and the parking lots thereat at its/their cost in accordance with the applicable laws, terms of clearances and good industry practice.
- (d) The Concessionaire shall handle and redress the complaints and grievance of the Licensees in respect of the maintenance of the Commercial Facility.
- (e) Authority shall not be responsible for operation, maintenance of Project Facility and allottees / Licenses / applicants of Project Facility.

9.6. OTHER PROVISIONS

- (a) The Concessionaire shall comply with the terms, covenants, conditions and stipulations of this Article 9 and other provision herein relating to the Commercial Facility and ensure and cause compliance therewith by the Licensees and the persons claiming through or under it/them by, inter alia, inserting/ ensuring insertion of suitable enabling provisions in this behalf in the relevant applications/ allotment agreements/ CF License Agreements and other documents and understandings with the applicants/ allottees/ licensee/ third parties.
- (b) The Concessionaire shall arrange all the funding for the development and construction of the Commercial Facility from its own resources or through loans or financial assistance arranged by it at its cost and risk and the Authority shall not be liable in respect thereof in any manner whatsoever.

- (c) Notwithstanding anything to the contrary contained in this Agreement
- (i) The Concessionaire shall at all times, including after the end of the Concession Agreement, be liable for any loss or damage to the Commercial Facility due to any act, event, omission, negligence or default (including property circumstances, quality of materials used, workmanship, structural, design or other defects, latent or patent, non-compliance with building bye laws, other Applicable Laws, regulatory requirements of Competent Authorities or any other matter) of the Concessionaire and, in turn, its contractors and subcontractors, irrespective of whether such loss or damage appears prior to or after the execution of the CF License Agreements.
 - (ii) The Concessionaire shall indemnify and keep indemnified the Authority, its agencies, employees and consultants from and against all losses, costs, damages, liabilities, claims, penalties, litigation and proceedings, including attorney fees, arising or that may arise as a result of the aforesaid liability of the Concessionaire.

ARTICLE 10 FINANCIAL COVENANTS

10.1. FORM OF FINANCES

- (a) The Concessionaire shall be responsible for arranging all the financing in the form of equity, debt or otherwise as required for implementing the Project.
- (b) The Authority hereby agrees that for the purpose of raising financing for the Project, the Concessionaire may assign all its rights, title, interest and benefits under this Agreement, limited to the extent of such rights herein, to or in favour of the Lenders in accordance with the provisions of this Agreement. The Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Site, except as envisaged under this Agreement. Provided that in the event of the termination of this Agreement such assignment shall stand terminated. It is further clarified that the underlying Project Site along with the Project Assets shall be handed over to Authority at the end of the Concession Period, free of all Encumbrances. Provided further nothing contained in this sub-clause (b) shall (i) absolve the Concessionaire from its responsibilities to perform/ discharge any of its obligations under and in accordance with the provisions of this Agreement; (ii) shall authorise or be deemed to authorise the Lenders to implement and execute Project Facilities themselves and (iii) under any circumstances amount to any guarantee from or recourse to the Authority.
- (c) Except as stated in sub-clause (b) above as may otherwise be provided elsewhere in this Agreement, the Concessionaire shall not, without the prior written consent of the Authority, (i) assign in favour of any Person this Agreement or its rights, title, interest, benefits or obligation hereunder or create a security interest with respect to its rights under the Agreement or any part thereof in favour of any Person; or (ii) mortgage, assign, transfer, lease, sub-lease, license, sub-license or otherwise alienate or dispose off in any form, manner or arrangement whatsoever the Project Site/Project or any part thereof.
- (d) The restraint set forth in sub-clause (c) above shall not apply to:
 - (i) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire;
 - (ii) pledges/hypothecation of goods/movable assets, revenue and

receivables and their related documents of title arising in the ordinary course of business of the Concessionaire as security only for indebtedness to the Lenders, under the Financing Documents and/or for working capital arrangements for the Project;

- (iii) liens and encumbrances required by the Applicable Law;
- (iv) Assignment of Concessionaire's rights, benefits and interest under this Agreement to or in favour of the Lenders under this Agreement as security for the financial assistance provided by them.
- (e) The Concessionaire shall not assign in favour of any person any right or benefit that has not been provided to the Concessionaire by Authority. It is clarified that freehold rights to the Project Site or leasehold rights to the Project Site are not being given to the Concessionaire and the same cannot be used to raise funds or otherwise by the Concessionaire.
- (f) Notwithstanding anything contained in Clause 10.1 the rights of the Concessionaire shall not be contrary or in derogation to the provisions relating to Divestment Requirements contained in Clause 14.6.

10.2. ASSIGNMENT BY AUTHORITY

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign any of its rights and benefits and/or obligations under this Agreement, pursuant to any direction of State Government or by operation of law or in the course of its business.

10.3. AUDIT AND ACCOUNT

10.3.1. Appointment of Auditors

- (a) The Concessionaire shall appoint and have during the subsistence of this Agreement, as its statutory auditors, a reputed firm of chartered accountants duly licensed to practice in India ("Statutory Auditors"). All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.
- (b) Any claim or document provided by the Concessionaire to the Authority relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto, in connection with the Project shall be valid and effective only if certified by the Concessionaire's Statutory Auditors.

- (c) The Concessionaire shall extend full co-operation to the Statutory Auditor.
- (d) All contracts, books, records, documents and vouchers relating to the construction, operation and maintenance of the Project shall be open to inspection by such Statutory Auditor. Any information secured as a consequence of such examination shall be kept confidential by all concerned.
- (e) The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of 45 (forty five) days to Authority, subject to the replacement of Statutory Auditors being appointed.
- (f) Notwithstanding anything to the contrary contained in this Agreement, Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime through a competitive bidding process, another reputed firm of chartered accountants duly licensed to practice in India (the "**Additional Auditors**") to audit and verify all those matters, expenses, costs/ allocation of costs during the subsistence of Force Majeure, realisations, Termination Payments, etc. and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Concession Agreement. The Parties agree that the Additional Auditors so appointed shall have the status of an expert whose reports and decisions shall be final asnd binding on the Parties, save in the case of manifest error or fraud.

10.3.2. Maintenance of Accounts

- (a) The Concessionaire shall, during the subsistence of this Agreement, in a format approved by the Authority, and on generally accepted Indian accounting principles, maintain books of account recording all its receipts from all sources derived or on account of the Project, income, expenditure, and payments (including payments from the Escrow Account); and assets and liabilities, in accordance with this Agreement, the Applicable Laws and Good Industry Practice.
- (b) The Concessionaire shall provide to the Authority, 2 (two) copies of its audited balance sheet and profit and loss account along with a report thereon by its Statutory Auditors, within 120 (one hundred and twenty) days of the close of the Financial Year to which they pertain.
- (c) The Concessionaire shall establish and maintain a daily and monthly reporting system to provide storage and ready retrieval of data related to the construction and operation of Project Facilities, including all such information which is necessary to verify costs and expenses incurred or revenues earned and to confirm that the Concessionaire is in compliance with its obligations under this Agreement.

- (d) The Concessionaire shall retain and store on the premises for a period of ten years all records relating to the Project, which shall be the property of the Authority. The Concessionaire shall provide support to Authority to meet all the data requirements of all Competent Authorities.

10.4. ESCROW ACCOUNT

10.4.1. Opening of Account

The Parties shall open and establish an Escrow Account by the Compliance Date (or such other mutually agreed date) with the Escrow Bank.

10.4.2. Deposits into Account

The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

- (a) all funds constituting the Financial Package;
- (b) all Fee and any other revenues from or in respect of the Project, including the proceeds of any deposits, capital receipts or insurance claims; and
- (c) all payments by the Authority, after deduction of any outstanding payments.

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

In the event the amounts available in the Escrow Account at any point of time are less than the cash flow requirements for operation and maintenance of the BTF for a period of 6 (six) months, the Concessionaire shall make good such shortfall by crediting the requisite amounts in the Escrow Account.

For the avoidance of doubt, any payments received by the Authority for this Project or under this Agreement or normal course of business operations of Authority or otherwise shall be retained and appropriated by Authority and shall not be deposited by it into the Escrow Account.

10.4.3. Withdrawals from Escrow Account

The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project;
- (b) all payments relating to construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- (c) O&M expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
- (d) O&M expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;
- (e) Any payment/ fee due and payable to the Authority;
- (f) monthly proportionate provision of Debt Service due in an Accounting Year;
- (g) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire; Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under Clause 8.7(I) and debit the same to O&M Expense.
- (h) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (i) any reserve requirements set forth in the Financing Agreements; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire.

The Concessionaire shall not in any manner modify the order of payment specified in this sub Clause, except with the prior written approval of the Authority.

Provided in the event Authority notifies the Escrow Bank of an Event of Default or Force Majeure Event, the Escrow Bank shall not make any payments from the Escrow Account to the accounts of the Concessionaire.

10.4.4. Withdrawals Upon Termination/Expiry of Agreement

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

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project;
- (b) 90% (ninety per cent) of Debt Due;
- (c) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire; Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Clause 8.7(I) and debit the same to O&M expenses.
- (d) retention and payments relating to the liability for defects and deficiencies

- set forth in Clause 14.4(c);
- (e) outstanding Debt Service including the balance of Debt Due;
 - (f) any other payments required to be made under this Agreement; and
 - (g) balance, if any, in accordance with the instructions of the Concessionaire:

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

The provisions of this Clause 10.4 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in this sub clause have been discharged.

10.5. ANNUAL CONCESSION FEE

- (a) Annual concession fee ("Annual Concession Fee") shall be calculated as follows

Annual Concession Fee	=	Bidding factor	X	2.25% X Circle Value X Area of site
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Annual concession fee shall be paid every year by the Concessionaire to DST, from the Agreement Date till the subsistence of this Agreement. Annual concession fee shall increase with the increase in the Circle rate of the Site. Annual Concession Fee shall be due on every anniversary of the Agreement Date and paid in the form of annual installments. For avoidance of doubt, the first Annual Concession Fee shall be paid on or before the Agreement Date.

- (b) Mode of payment of Annuals Concession Fee shall be through demand draft in favour of Authority or as specified in writing by the Authority.
- (c) Annual Concession Fee due shall be paid not later than the 7th day of the month in which it is due. In case of failure to remit the aforementioned payment, the Concessionaire shall be liable to pay the Authority, an interest of 2% per month on the entire amount of unpaid payable outstanding at the end of any given month. In case of continued non-payment of Annual Concession Fee, it shall be treated as Concessionaire Event of Default and the Agreement may be terminated by the Authority; whereby the Performance Security shall be forfeited and Concessionaire shall be summarily evicted from the Project Site.
- (d) The Concessionaire specifically agrees that the Annual Concession Fee shall be paid notwithstanding any cause and such payment shall not be withheld on any ground whatsoever. The Concessionaire agrees to pay and shall continue to pay the Annual Concession Fee and all dues, even if the Commercial Facility or part thereof is not functional or has been

dismantled for repair or upkeep etc. The Concessionaire agrees that in the event of such dysfunction or underutilization of Commercial Facilities, the Authority shall not be liable to make any adjustment or deductions in the Annual Concession Fee or in any other manner compensate the Concessionaire.

- (e) The Concessionaire shall pay all taxes and duties arising out of and in consequence of its obligations under this Concession Agreement, including by not limited to VAT, Goods and Service Tax, advertisement tax any cess, levy, duty, tax or any other charges and the Annual Concession Fee shall not be reduced for such costs.

10.6. USER CHARGES for BTF

- (a) The Concessionaire shall with effect from the Operations Date have the right and full freedom to fix, revise, demand and collect the User Charges in relation to the Bus Terminal Facility at market driven rates (excepting the specified Passenger Amenities for which the relevant charges shall be at the rates set forth in Schedule P); provided that that the same shall be in compliance with the requirements of the Applicable Laws, terms of Clearances, statutory or mandatory requirements of Competent Authorities, if any, and Good Industry Practices in this behalf.
- (b) Subject to preceding sub-clause(a), the Concessionaire shall during the Concession Period, have the right to fix, demand, collect, retain and appropriate, enforce and revise the User Charges by itself or through any Person/collection agents appointed by it.
- (c) The Concessionaire shall be free to charge differential rates of User Charges from different category of Users, give discounts to bulk Users or for timely or early payment; provided that the Concessionaire shall in this behalf be in compliance with the Applicable Laws, terms of Clearances, statutory or mandatory requirements of Competent Authorities, if any, and Good Industry Practice.
- (d) The Authority expressly recognises that if any User fails to pay User Charges, the Concessionaire may exercise all rights and remedies available under the Applicable Laws for recovery of the User Charges, including the suspension, termination or cancellation of provision of the applicable service to the relevant defaulting User.
- (e) The Authority employees shall not be required to make any payments for the use of toilets within the Bus Terminal Facility by them or any parking charges for parking their vehicles in the parking area designated within the Bus Terminal Facility.

- (f) Any contracts, agreements, deeds entered by Concessionaire for the Bus Terminal Facility must terminate on or before the end of the Concession Period.

10.7. ADDA/ TERMINAL /ENTRY FEES

The Concessionaire shall be allowed to charge Bus Entry Fees and Night Parking Fee for city and Interstate buses. Adda /Entry Fee per bus chargeable by the Concessionaire is set out in Schedule P.

10.8. ADDITIONAL PAYMENT TO DST

In the event of the Total Project Cost is less than Project Capital Outlay, the Concessionaire shall pay to Authority 50% of the difference between Project Capital Outlay and Total Project Cost.

10.9. Advertisement Rights

- (a) The Authority hereby grants rights to Concessionaire to advertise and set up and display hoardings, billboards and other information panels in the area of Project Facility or to grant licenses for such rights against payment; provided that such rights shall be exercised in accordance with the Applicable Laws, terms of Clearances and orders, decrees directions of courts, statutory or mandatory requirements of Competent Authorities, if any, and Good Industry Practices in this behalf. Fees/ taxes payable to municipal body or any other relevant Competent Authority, for the purpose shall be sole responsibility of the Concessionaire.
- (b) The Concessionaire shall with effect from the Operations Date have the right and full freedom to fix, revise, demand and collect the Advertisement Revenue at market driven rates.

ARTICLE 11 INSURANCE FOR PROJECT

11.1. INSURANCE COVER

- (a) The Concessionaire shall during the subsistence of this Agreement purchase and maintain or cause to be purchased and maintained, at its own expense, insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project Facilities and all related assets against risks in an adequate amount, consistent with similar facilities of the size and type of the Project and as may be required by the Lenders (the “**Insurance Cover**”).
- (b) The Insurance Cover shall be made assignable to the Authority and the respective insurance policies shall contain a specific stipulation to that effect. Upon the termination of this Agreement, all such insurance policies and benefits there under shall forthwith stand transferred and assigned to the Authority and the Authority alone shall be entitled to the receipt of all amounts receivable under such policies.
- (c) Without limiting the generality of the foregoing, the Concessionaire shall, at its cost and expense, purchase and maintain or cause to be purchased and maintained during the subsistence of this Agreement, and in case of sub-clause (i) below during the construction of the Project, such insurances as are necessary, including but not limited to the following:
 - (i) Construction/builders'/contractors' all risk insurance (till Construction Completion of the Project);
 - (ii) comprehensive insurance for the Project Assets for their full market value or replacement cost;
 - (iii) comprehensive third party liability insurance, including injury or death of Persons who may enter the Site;
 - (iv) workmen's' compensation insurance;
 - (v) any other insurance that may be necessary to protect the Concessionaire, the Persons claiming through or under it, its employees and its assets (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (i) to (iv).

11.2. EVIDENCE OF INSURANCE

- (a) The Concessionaire shall, from time to time, furnish to the Authority copies of all insurance policies in respect of the Insurance Cover (or appropriate endorsements, certification of other satisfactory evidence of insurance) as soon as reasonably practical after they are received by the Concessionaire and furnish evidence to Authority that all premiums have been paid and that the relevant policies remain in existence. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 (ten) days' clear notice of cancellation is provided to Authority in writing.
- (b) In the event the Concessionaire does not maintain any Insurance Cover pursuant hereto, the Authority may, at its option, effect such insurance and the Concessionaire shall reimburse all the costs and expenses incurred in this behalf by the Authority within 15 (fifteen) days of receipt of the Authority's claim in respect thereof, failing which the same shall be recovered by the Authority by exercising right of set off or from the Performance Security or otherwise. In case of such failure on the part of the Concessionaire, the Authority shall not be liable for damages or claims and the Concessionaire shall indemnify the Authority for and against all liabilities, costs and expenses arising out of or as a consequence of such failure.

11.3. APPLICATION OF INSURANCE PROCEEDS

Unless otherwise provided herein, the proceeds from all insurance claims, except for life and injury, shall promptly be applied for the repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof, which may have been damaged or destroyed.

The Concessionaire may, with prior written consent of Authority, designate the Lenders (providing financial assistance for the BTF) as the loss payees under the insurance policies/assign the insurance policies relating to BTF in favour of such Lenders as security for the financial assistance provided by them for the BTF.

11.4. INSURANCE COMPANIES AND WAIVER OF SUBROGATION

- (a) The Concessionaire shall insure all insurable assets comprised in the Project Facilities through Indian insurance companies and if so permitted by GoI, through foreign insurance companies, to the extent that insurances can be effected with them.
- (b) The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance coverage shall be borne by the Concessionaire.

- (c) All insurance policies supplied by Concessionaire shall include a waiver of any right of subrogation of the insurers there under against, *inter alia*, the Authority and its assigns, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy.

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

ARTICLE 12 FORCE MAJEURE

12.1. FORCE MAJEURE EVENTS

Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances (occurring in India) set out hereunder or the consequence(s) thereof which affect or prevent any Party (Authority or Concessionaire) claiming force majeure (**“Affected Party”**) from performing its obligations, in whole or in part, under this Agreement and which event or circumstance (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 event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has Material Adverse Effect on the Affected Party. Such events mean:

12.1.1. Non Political Events

- (a) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.
- (b) Radioactive contamination, ionizing radiation.
- (c) Epidemic, pandemic, famine.
- (d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, nuclear blast / explosion, sabotage or civil commotion.
- (e) Industry wide or state wide or India wide strikes or industrial action or disturbances which has a Material Adverse Effect on the Project and which are not on account of acts of the Concessionaire, its Subcontractors or persons claiming through or under it;
- (f) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings (which are non-collusive and duly prosecuted by the Concessionaire) for reasons other than failure of the Concessionaire or of any Person claiming through or under it to comply with any Applicable Law or terms of Clearances 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 Authority;

- (g) any failure of another service provider to the extent caused by any of the Force Majeure Event mentioned above affecting the performance of the Agreement; or
- (h) Any event or circumstances of a nature analogous to any of the foregoing.

12.1.2. Political Events

- (a) A Change in Law to which the provisions of Clause 19.15 cannot be applied;
- (b) Expropriation or compulsory acquisition by any Competent Authority of the Project or part thereof or rights of the Concessionaire relating thereto; provided the same has not resulted from an act or default of the Concessionaire or any Person claiming through or under it.
- (c) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any Clearance required by the Concessionaire or any of the Subcontractors to perform their respective obligations hereunder (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Subcontractor's (1) inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits; or (2) breach or failure in complying with the provisions hereof, including the Specifications and Standards, the Applicable Laws, the terms of Clearances, any judgement or order or Directive of any Competent Authority or of any contract to which the Concessionaire or such Subcontractor, as the case may be, is bound.

12.2. NOTICE OF FORCE MAJEURE EVENTS

The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event ("the Notice") as soon as the same arises or as soon as reasonably practicable and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Agreement. The Affected Party shall not be entitled to any relief under the Agreement for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event.

- (a) The Notice shall inter-alia include full particulars of:

- (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
 - (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under this Agreement;
 - (iii) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and
 - (iv) any other relevant information.
- (b) So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with periodic (fortnightly) written reports containing the information called for by Clause 12.2(a) and such other information as the other Party may reasonably request.

12.3. PERIOD OF FORCE MAJEURE

Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Affected Party in respect of the Force Majeure Event until the expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with Clause 12.4.

12.4. PERFORMANCE EXCUSED

The Affected Party, to the extent rendered unable to perform its obligations or part thereof under this Agreement as a consequence of the Force Majeure Event shall be excused from performance of such obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Notwithstanding any provision of this Article 12, a Force Majeure Event shall not absolve the Concessionaire from any obligation to make payment in respect of its obligations under this Agreement in the event such payment obligations have arisen or accrued prior to the occurrence of the Force Majeure Event.

12.5. RESUMPTION OF PERFORMANCE

During the Period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon

resumption shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

12.6. COSTS, REVISED TIMETABLE

12.6.1. Costs

Upon occurrence of a Force Majeure Event after Compliance Date, the cost arising out of such event shall be allocated as follows:

- (a) When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any cost arising out of any such Force Majeure Event;
- (b) Where the Force Majeure Event is a Political Event, the Force Majeure costs relating to the Bus Terminal Facility to the extent actually incurred and duly certified by the Statutory Auditors shall be reimbursed by the Authority to the Concessionaire in one lump sum not later than 120 (one hundred and twenty) days after the end of the Force Majeure Event and receipt of notice by the Authority to that effect.

For avoidance of doubt, “**Force Majeure Cost**” shall be such cost in respect of the Bus Terminal Facility and shall not include loss of User Charges or any debt repayment obligations but shall include interest payments on the debt in respect of the Bus Terminal Facility pursuant to the Financing Documents, expenses on the O&M of the Bus Terminal Facility and all other costs in respect of the BTF that are directly attributable to the Force Majeure Event.

12.6.2. Extension of Time

To the extent the performance of the obligations of the Affected Party is affected by the Force Majeure Event, the time period for the performance of the obligations of the Affected Party shall be extended by a similar time period on a day to day basis.

12.7. CONSULTATION AND DUTY TO MITIGATE

The Parties shall consult with each other to determine the reasonable measures to be implemented to minimise the losses of each Party resulting from the Force Majeure Event. Except as specifically stated to the contrary, no Party shall be relieved of its obligations under this Agreement by reason of impossibility of performance or any other circumstance whatsoever beyond its control.

12.8. LIABILITY FOR OTHER LOSSES, DAMAGES ETC.

Save and except as expressly provided in this Article 12, neither party hereto

shall be liable in any manner whatsoever to other party in respect of any loss, damage, cost, expense, claims, demand and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Article 12.

12.9. TERMINATION DUE TO FORCE MAJEURE EVENT

If the Period of Force Majeure continues or is in the reasonable judgement of the Parties is likely to continue beyond a period of 6 (six) months, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the period of 6 (six) months, be entitled to terminate the Agreement in which event, the provisions of Article 14 shall, to the extent expressly made applicable, apply.

12.10. DISPUTE RESOLUTION

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure as mentioned in Article 16; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

ARTICLE 13 EVENTS OF DEFAULT

Event of Default means the Concessionaire Event of Default or the Authority Event of Default and/or both as the context may admit or require.

13.1. EVENTS OF DEFAULT

13.2. Concessionaire Event of Default

The Concessionaire Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event (the **“Concessionaire Event of Default”**):

- (a) the Concessionaire is in/commits a Material Breach of this Agreement such breach is not cured by the Concessionaire within the specified cure period or if not so specified within 90 days of the Authority's notice to the Concessionaire specifying such breach and requiring the Concessionaire to remedy the same.
- (b) the Concessionaire's failure to perform or discharge any of its obligations under any other Transaction Document including the Escrow Agreement, which has or is likely to have a Material Adverse Effect.
- (c) any representation made or warranties given by the Concessionaire/ Consortium Members/Successful Bidder under this Agreement is found to be false or misleading.
- (d) the Concessionaire, any of its creditors or any other eligible party files for the Concessionaire's liquidation, winding up, receivership, reorganization, compulsory composition or dissolution in case of such a proceeding by a creditor or any other eligible party and such filing is not revoked or discharged within 90 (ninety) days from such filing.
- (e) levy of an execution or distraint on the Concessionaire's assets which has or is likely to have Material Adverse Effect and such execution or distraint remaining in force for a period exceeding 60 (sixty) days.
- (f) amalgamation of the Concessionaire with any other company or reconstruction or transfer of the whole or part of the Concessionaire's undertaking (other than transfer of assets in the ordinary course of business) without the Authority's prior written approval; provided, if the amalgamated entity, reconstructed entity or the transferee, as the case may be, has the financial and technical ability demonstrated to the satisfaction of the Authority, to undertake, perform/discharge the obligations of the Concessionaire under this Agreement, the Authority

- shall not unreasonably withhold the necessary approval.
- (g) the Concessionaire engages or knowingly allows any of its employees, agents, Subcontractor, agent or representative to engage in, in the course of any activity undertaken pursuant to this Agreement, any activity prohibited by law or which constitutes a breach of or an offence under any law.
 - (h) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by this Agreement.
 - (i) the Concessionaire has delayed payment that has fallen due under this Agreement, including Annual Concession Fee, beyond the specified time period or if not so specified beyond 90 (ninety) days of its due date.
 - (j) The Concessionaire has failed to make any payment towards damages to any user or any utility within the period specified in this Agreement.
 - (k) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets at any time.
 - (l) the Concessionaire does not attend to or abandons the Project for a consecutive period of 90 (ninety) days or manifests intention to abandon the Project without prior written consent of the Authority.
 - (m) As a result of any act or omission of the Concessionaire, any lender (for the BTF and/or CF) enforces or initiates measures to enforce any security interest over any of the assets of the Concessionaire, or the shares of the Concessionaire owned by the Successful Bidder/ Consortium Members.
 - (n) the occurrence of a breach identified as an Event of Default under any Transaction Document.
 - (o) the minimum Equity requirements specified in Clause 7.2.2 are not maintained.
 - (p) the Concessionaire is in Material Breach of its obligations in relation to the Bus Terminal Facility and/or Commercial Facility.
 - (q) the Performance Security has been partially or fully invoked and appropriated by the Authority as per the Concession Agreement and the Concessionaire fails to replenish or provide fresh Performance Security within a cure period of 30 (thirty) days.

- (r) such events as have been specified as Concessionaire Events of Default under the provisions of this Agreement.
- (s) the Concessionaire novates and /or assigns the Agreement to any third party without any prior approval from the Authority.

13.3. Authority Event of Default

The Authority Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event (the “**Authority Event of Default**”):

- (a) The Authority is in/commits a Material Breach of its obligations under this Agreement such breach is not cured by the Authority within the specified cure period or if not so specified within 90 days of the Concessionaire’s notice to the Authority specifying such breach and requiring the Authority. to remedy the same.
- (b) Any defect in the title, ownership and possession of the Project Site.
- (c) the Authority has failed to make any payment to the Concessionaire within the period specified in this Agreement.
- (d) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

13.4. RIGHTS OF PARTIES

- (a) Upon the occurrence of the Concessionaire Event of Default, the Authority shall without prejudice to any other rights and remedies available to it under this Agreement or law but subject to rights of Lenders herein be entitled to terminate this Agreement.
- (b) Upon the occurrence of the Authority Event of Default, the Concessionaire shall without prejudice to any other rights and remedies available to it under this Agreement, be entitled to terminate this Agreement.

Provided that before proceeding to terminate this Agreement, the Party entitled to do so shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under this Agreement and the circumstances in which the same has occurred.

13.5. CONSULTATION NOTICE

Either Party exercising its right under Clause 13.2, shall issue to the other Party a notice in writing specifying in reasonable detail the underlying Event of Default(s) and proposing consultation amongst the Parties and the Lenders to consider possible measures of curing or otherwise dealing with the underlying Event of Default (the “**Consultation Notice**”).

13.6. REMEDIAL PROCESS

Following the issue of Consultation Notice by either Party, within a period not exceeding 90 days or such extended period as they may agree (the “**Remedial Period**”) the Parties shall, in consultation with the Lenders, endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Event of Default. Without prejudice to this, if the underlying event is a Concessionaire Event of Default, the Parties shall in consultation with the Lenders endeavour to arrive at an agreement as to one or more of the following measures and/or such other measures as may be considered appropriate by them in the attendant circumstances;

- (a) the change of management or control/ownership of the Concessionaire;
- (b) the replacement of the Concessionaire by a new concessionaire (the “**Substitute Entity**”) on terms no less favourable than those contained in this Agreement and the specific terms and conditions of such replacement which shall include:
 - (i) the criteria for selection of the Substitute Entity,
 - (ii) the transfer of rights and obligations of the Concessionaire surviving under this Agreement to the Substitute Entity,
 - (iii) handing over/ transfer of the Project Assets and the Project to the Substitute Entity,
 - (iv) assumption by the Substitute Entity of the outstanding obligations of the Concessionaire under the Financing Documents and preserving Lenders’ charge on the Concessionaire’s assets,
 - (v) assumption by Substitute Entity of any amounts due to the Authority from the Concessionaire under this Agreement,
 - (vi) the provision of Performance Security by the Substitute Entity.

13.7. OBLIGATIONS DURING REMEDIAL PERIOD

During the Remedial Period, the Parties shall continue to perform their respective obligations under this Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

13.8. REVOCATION OF CONSULTATION NOTICE

If during the Remedial Period, the underlying Event of Default is cured or waived or the Parties and the Lenders agree upon any of the measures set out in Clause 13.4, the Consultation Notice shall be withdrawn by the Party who has issued the same.

13.9. TERMINATION DUE TO EVENTS OF DEFAULT

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived nor the Parties and the Lenders have agreed upon any of the measures in accordance with Clause 13.4, the Party who has issued the Consultation Notice shall have the right to terminate this Agreement, in which event, the provisions of Article 14 shall, to the extent expressly made applicable, apply.

ARTICLE 14 TERMINATION/EXPIRY OF AGREEMENT

14.1. TERMINATION PROCEDURE

The Party entitled to terminate this Agreement either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing ("**Termination Notice**") to the other Party and simultaneously deliver a copy thereof to the Lenders. The Termination Notice shall be of not less than 60 (sixty) days and not ordinarily be more than 90 (ninety) days, ("**Termination Period**") and at the expiry of the Termination Period, this Agreement shall stand terminated.

14.2. OBLIGATIONS DURING TERMINATION PERIOD

During Termination Period, the Parties shall, subject where applicable to the provisions of Article 13, continue to perform such of their respective obligations under this Agreement which are capable of being performed.

14.3. REQUISITION

Upon issue or receipt, as the case may be, of the Termination Notice, either as a consequence of a Force Majeure Event or as a consequence of an Event of Default, the Authority shall by a notice in writing ("**Requisition**") call upon the Concessionaire to furnish the following information to enable the Authority to estimate the outstanding liabilities/assets of the Concessionaire and/or to finalise the assets to be handed over to/taken over by the Authority;

- (a) the progress, stage and manner of implementation of the Bus Terminal Facility and the details of the assets and liabilities of the Concessionaire;
- (b) data or records (to be specified by Authority) regarding the establishment, operation and maintenance of the Bus Terminal Facility (excluding the Authority Facilities);
- (c) any other information or records (to be specified by Authority) regarding Concessionaire and the Persons claiming through or under the Concessionaire, its/their business, assets and liabilities;
- (d) the particulars of BTF Licensing Arrangements and the details of functioning of the Subcontractors;
- (e) the particulars of the security interests supported by Lenders' certificate;
- (f) the details of the marketing, bookings, allotments and allotment agreements of the Commercial Facility, the amounts of Premia received

and the outstanding amounts due and payable, the progress of construction of the Commercial Facility, the details of the outstanding works, the amounts of money spent on the construction, the number of CF License Agreement executed and those pending execution, the details of the construction, operation and maintenance of the Commercial Facility and as applicable the information under the heads specified in sub-clause (a) to (f) above.

The Concessionaire shall within a period of 30 (thirty) days of receipt of Requisition furnish the particulars called for by the Authority.

14.4. CONDITION SURVEY

- (a) The Concessionaire agrees that on the service of a Termination Notice or 6 (six) months prior to the expiry of the Concession Period, by efflux of time, it shall conduct or cause to be conducted by an Expert under the Authority's supervision, a condition survey of the BTF and/or CF, as the case may be, to ascertain the condition thereof, verifying compliance with the Concessionaire's obligations under this Agreement and to prepare an inventory of the assets comprised in the Project.
- (b) If, as a result of the condition survey, the Authority shall observe/notice that the Bus Terminal Facility and/ or CF (excluding the Authority Facilities) or any part thereof has/have not been operated and maintained in accordance with the requirements therefor under this Agreement (normal wear and tear excepted) the Concessionaire shall, at its cost and expenses, take all necessary steps to put the same in good working conditions well before the Transfer Date.
- (c) In the event the Concessionaire fails to comply with the provisions of this Agreement, the Authority may itself cause the condition survey and inventory of BTF and/or CF, as the case may be, to be conducted. The Authority shall be compensated by the Concessionaire for any costs incurred in conducting such survey and preparation of inventory as also in putting the Bus Terminal Facility (excluding the Authority Facilities) and/or CF, as the case may be, in good working condition.

14.5. CONSEQUENCES OF TERMINATION: In Relation to Bus Terminal Facility

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon expiry of the Concession Period, this Agreement by efflux of time or termination due to an Event of Default or a Force Majeure Event:

14.5.1. Transfer of Assets

- (a) It is clarified that only the assets of the Concessionaire shall be taken over and not the liabilities, including without limitation liabilities relating to labour and personnel related obligations of the Concessionaire and the Persons claiming through or under the Concessionaire or liabilities related to the Commercial Facility. All such labour and employees shall be its responsibility of the Concessionaire/such Persons even after the expiry of the Concession Period, and they shall have no claim to any type of employment or compensation from Authority or its nominated agency.
- (b) On the Transfer Date, the Concessionaire shall subject to the provisions of this Agreement:
 - (i) transfer, assign and deliver to the Authority or its nominated agency the Bus Terminal Facility including Vacant Possession of all buildings, facilities and structures relating thereto and its right, title and interest therein.
 - (ii) transfer all its rights, titles and interest in or over the tangible assets comprised in the Bus Terminal Facility (including movable assets which the Authority agrees to take over) free of cost, to the Authority or its nominated agency and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard. The cost and expenses towards the execution of relevant deeds and documents shall be borne by the Authority.
 - (iii) hand over to the Authority or its nominated agency all documents including as built drawings, manuals, designs, documents, information and records relating to the Bus Terminal Facility.
 - (iv) to the extent possible assign to the Authority or its nominated agency at the time of transfer all unexpired guarantees and warranties by Subcontractors and suppliers and all insurance policies.
 - (v) at its cost remove from the Site all such moveable assets which are not taken over by or transferred/assigned to the Authority or its nominated agency. In the event the Concessionaire fails to remove such objects within the stipulated time, the Authority or its nominated agency may remove and transport or cause removal and transportation of such objects, after giving the Concessionaire notice of its intention to do so to a suitable location for safe storage. The Concessionaire shall be liable to

bear the reasonable cost and the risk of such removal, transportation and storage.

- (vi) All proceeds of insurance claims shall be handed over to the Authority or its nominated agency and the Concessionaire or Persons claiming through or under it shall have no claim thereon or rights thereto.
- (c) The transfer of immovable property comprising the Bus Terminal Facility shall be deemed to be a termination of all licenses in relation thereto and title to all such immovable property shall automatically revert to the Authority. The movable property comprising the Bus Terminal Facility shall be deemed to be transferred by delivery and possession.
- (d) The Authority and the Concessionaire shall at least 6 (six) months prior to the expiry of the Concession Period or upon commencement of Termination Period, as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid process of transfer of assets on the Transfer Date. During this period, the designated key personnel of the Authority shall be associated with the operations of the BTF in order to facilitate smooth takeover of the same by the Authority on the Transfer Date.
- (e) On the Transfer Date, the Bus Terminal Facility (excluding the Authority Facilities) shall be in fair condition, subject to normal wear and tear, having regard for the nature of the asset, the construction and life of the facilities, constructions, structures etc.

14.5.2. Third Parties Agreements/ Rights of Third Parties

- (a) On the Transfer Date, the BTF Licensing Arrangements and the agreements with Subcontractors shall be terminated and the Concessionaire, Licensees, the Subcontractors, and all Persons claiming through or under them shall, forthwith vacate the Site/BTF without demur or delay.
- (b) If on the Transfer Date, any Person is found to be occupying the Site, the Bus Terminal Facility or any part thereof, it shall be lawful for the Authority to secure summary eviction of such Person in accordance with the Applicable Laws.

14.5.3. Project Agreements

The Concessionaire shall, at the cost and expense of the Authority or its nominated agency, transfer/assign such of the Project Agreements which:

- (a) are valid, subsisting and capable of being transferred/assigned,
- (b) the Authority or its nominated agency has chosen to take over in its favour.

The Concessionaire shall entirely at its cost, terminate all such Project Agreements which are not transferred/assigned to the Authority or its nominated agency.

14.5.4. Clearances

The Concessionaire shall, at its cost, transfer to the Authority or its nominated agency all such Clearances relating to the Bus Terminal Facility which the Authority may require and which can be legally transferred.

14.5.5. Transfer Costs

- (a) The Bus Terminal Facility shall be transferred to Authority or its nominated agency, as the case may be, for a sum of Rupee 1.00.
- (b) The Authority or its nominated agency shall be responsible for the costs and expenses, including stamp duties, taxes, legal fees and expenses incurred in connection with the transfer of the Bus Terminal Facility by the Concessionaire to Authority or its nominated agency.

14.5.6. Performance Security and Corpus Fund

- (a) The Authority shall be entitled to call in, forfeit, encash and appropriate any subsisting Performance Security/bank guarantee(s), Corpus Fund provided by the Concessionaire, if the termination is on account of a Concessionaire Event of Default.
- (b) The Authority shall return the Performance Security and Corpus Fund to the Concessionaire; provided there are no outstanding claims of the Authority on the Concessionaire, in the following events:
 - (i) termination of this Agreement due to any Force Majeure Event (non-political or political event) or
 - (ii) Authority Event of Default, or
 - (iii) expiry of the Concession Period by efflux of time.

14.5.7. Termination Payments

In the event of termination of this Agreement/Concession due to Force Majeure Event or an Event of Default, the Authority shall, upon transfer of the Bus Terminal Facility by the Concessionaire to the Authority or its nominated agency, pay to the Concessionaire the following Termination Payments:

- (a) Upon termination by Authority due to a Concessionaire Event of Default during the Operations Period, the Authority shall pay to the Concessionaire by way of Termination Payment an amount equal to 90% (ninety percent) of the Debt Due. For the avoidance of doubt, no Termination Payment shall be payable by the Authority to the Concessionaire upon termination due to a Concessionaire Event of Default during the Construction Period for BTF.
- (b) Upon termination by either party due to a Non Political Force Majeure Event, the Authority shall pay to the Concessionaire by way of Termination Payment an amount equal to 90% (ninety percent) of the Debt Due.
- (c) Upon termination by the Concessionaire due to a Authority Event of Default or upon termination by either party due to a Political Force Majeure Event, the Authority shall pay to the Concessionaire by way of Termination Payment an amount equal to
- (i) *if Termination occurs prior to the Operations Date -*
- total Debt Due, plus
 - 100% (one hundred percent) of Equity component of the BTF Project Cost subscribed and paid in cash till date of Termination.
- (ii) *If Termination occurs after the Operations Date –*
- total Debt Due, plus
 - 110% (one hundred and ten percent) of the Equity component of the BTF Project Cost subscribed in cash and actually spent on the BTF increased by WPI for the period from Compliance Date to the Transfer Date, and the amount so arrived at shall be reduced by 5% (five percent) per annum.
- (d) In either case under sub-clause (a), (b) or (c) above, the amount arrived at shall be reduced by
- (i) the amount of any insurance proceeds received by the Concessionaire or which should have been received had the Concessionaire complied with its obligations under this Agreement, and
 - (ii) any amounts then due and payable to the Authority by the Concessionaire under this Agreement, and
 - (iii) any amounts which the Concessionaire is entitled to claim in compensation in respect of the expropriation or compulsory acquisition of the assets or rights of the Concessionaire etc. from the party responsible for such expropriation or acquisition.

If the amount calculated in accordance with this paragraph is less than zero then the Concessionaire shall pay the amount of shortfall to the Authority.

- (e) Nothing in this clause shall prejudice the right of the Authority to recover from the Concessionaire any amounts due and payable to it by the Concessionaire hereunder.
- (f) Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire hereby irrevocably authorizes the Authority to pay to the Lenders or at their instruction to any designated bank account in India, the compensation payable to the Concessionaire. The Concessionaire confirms that upon such payment being made, the Authority shall stand duly discharged of its obligations regarding payment of compensation under this Agreement. Provided, if there are no amounts outstanding under the Financing Documents and a certificate to that effect issued by the Lenders is furnished by the Concessionaire to the Authority, the compensation shall, subject to the provisions of this Article 14, be paid by the Authority directly to the Concessionaire.
- (g) Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to accrued rights of a Party, including its right to claim and recover money Damages and other rights and remedies which it may have in law or contract. All rights and obligations of a Party under this Agreement shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

14.6. CONSEQUENCES OF TERMINATION: In Relation to Commercial Facility

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon expiry of the Concession Period, this Agreement by efflux of time or termination due to an Event of Default or a Force Majeure Event:

- (a) Notwithstanding anything to the contrary contained in this Agreement, upon termination of this Agreement for any reason whatsoever, including expiry by efflux of time, the Authority shall not be liable in any manner whatsoever to the applicants/allottees/licensee/their lenders or any other person in relation to the Commercial Facility /built up areas/demised premises thereat.
- (b) In the event the termination of this Agreement occurs for any reason

whatsoever:

- (i) the Commercial Facility, including Vacant Possession of all buildings, facilities and structures relating thereto and its right, title and interest therein shall forthwith revert to the Authority or its nominated agency free of any Encumbrances or third party rights and along with all Easementary Rights and the Concessionaire and the Persons claiming through or under it, shall vacate such facility and the Site without any demur or delay. The provisions of Clause 14.6, other than those relating to Termination Payments, to the extent applicable to prior termination, shall be applicable upon such termination. The Authority shall not be liable in any manner to any Person as a result of such reversion of the Commercial Facility to it or vacation of the Site.
- (ii) the Concessionaire shall be solely liable for refunding or returning the advances and/or payments made by the applicants/allottees/licensees/their lenders/other persons in respect of the built up area in the Commercial Facility or otherwise and the Authority shall not be liable in any manner to any person in this behalf or otherwise or for making any termination payments in respect of the Commercial Facility/built up areas thereat to the Concessionaire or the persons claiming through or under it.
- (c) Upon the expiry of this Agreement by efflux of time, the Concessionaire shall have no further rights in respect of the Commercial Facility and the Site, the Persons claiming through or under it including the Licensees, shall vacate the Site, irrespective of whether such facility has been completed or not.

14.7. DIVESTMENT OF RIGHTS AND INTEREST

The divestment of all rights, title and interest in the Project Facilities shall be deemed to be complete on the date when all of the requirements have been fulfilled as mentioned in Article 14, and the Authority shall, without unreasonable delay, thereupon issue a certificate (the “**Vesting Certificate**”), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project Facilities, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project Facilities on the footing that all divestment requirements have been complied with by the Concessionaire.

ARTICLE 15 LIABILITY AND INDEMNIFICATION

15.1. LIABILITY OF CONCESSIONAIRE

Notwithstanding anything to the contrary contained in this Agreement,

- (a) In addition to the Concessionaire's liability and obligations and the Authority's remedies provided elsewhere in this Agreement, the Concessionaire shall be solely responsible for any loss of or damage to the Project Facilities, damage to environment, death or injury to person, and any other liabilities, damages, losses and reasonable cost and expenses (including legal costs) suffered by the Authority during the subsistence of this Agreement:
 - (i) resulting from any act, omission or negligence of the Concessionaire or any other Person claiming through or under it, including Subcontractors, and their respective employees, agents, subcontractors and representatives.
 - (ii) in connection with, arising out of, or resulting from any breach of warranty, material misrepresentation by the Concessionaire or any other Person claiming through or under it, or non-performance of any term, condition, covenant or obligation to be performed by the Concessionaire under this Agreement.
- (b) The Concessionaire shall also be liable for any loss or damage which occurs as a result of any act, event, omission, negligence or default (including property circumstances, quality of materials used, workmanship, structural, design or other defects, latent or patent, non-compliance with building bye laws, other Applicable Laws, regulatory requirements of Competent Authorities, Specifications and Standards or any other matter) for which the Concessionaire is liable or which is attributable to the Concessionaire and, in turn, the Persons claiming through or under the Concessionaire.
- (c) The Concessionaire shall be fully and solely liable for all works, contracts, dealings and activities in relation to the development, design, financing, construction, operations, maintenance and implementation of the Project.

15.2. INDEMNIFICATION

- (a) Without prejudice to and in addition to the indemnification provisions elsewhere in this Agreement, the Concessionaire agrees to indemnify and hold harmless Authority and its shareholders, managers, officers, directors, employees and advisors (each a **"Authority Indemnified**

Party”) promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs, penalties, litigation, proceedings (including reasonable attorneys' fees and disbursements) and expenses of any nature whatsoever (collectively, **“Losses”**) to which the Authority Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from (i) any mis-statement or any breach of any representation or warranty made by Concessionaire or (ii) the failure by Concessionaire to fulfil any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Concessionaire or Person claiming through or under the Concessionaire or (iii) any claim or proceeding by any Third Party against the Authority arising out of any act, deed or omission by the Concessionaire. For the avoidance of doubt, indemnification of Losses pursuant to this Article 15 shall be made in an amount or amounts sufficient to restore each Authority Indemnified Party to the financial position it would have been in had the Losses not occurred.

- (b) Without limiting the generality of sub-clause (a) of this Article 15.
- (i) the Concessionaire shall fully indemnify and defend the Authority Indemnified Party from and against any and all Losses arising out of or with respect to (1) failure of the Concessionaire and the Persons claiming through or under the Concessionaire to comply with Applicable Laws and Clearances, (2) payments of Taxes relating to the Concessionaire and the Persons claiming through or under the Concessionaire, including contractors, suppliers and representatives, including the income or other taxes required to be paid by the Concessionaire/such Persons, (3) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any Person claiming through or under the Concessionaire, which are payable by the Concessionaire or such Person, or (4) breach by the Concessionaire of any of the obligations under this Agreement.
 - (ii) the Concessionaire shall fully indemnify and defend the Authority Indemnified Party harmless from and against any and all Losses which the Authority Indemnified Party may hereafter suffer or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Persons claiming through or under the Concessionaire in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If

in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for Authority Indemnified Party, a license, at no cost to Authority Indemnified Party, authorising continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense and without impairing the Specifications and Standards either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.

(iii) the Concessionaire shall further indemnify, defend and hold harmless the Authority Indemnified Party from any and all Third Party claims for loss of or physical damage to property or for death or injury and against all Losses for personal injury and for damage to or loss of any property arising out of or in any way connected with the Concessionaire's performance of this Agreement or arising out of any act or omission of the Concessionaire, and in turn of the Persons claiming through or under the Concessionaire.

(c) Any payment made under this Agreement pursuant to an indemnity or claim for breach of any provision of this Agreement shall be net of applicable Taxes.

15.3. INDIRECT OR CONSEQUENTIAL LOSSES

Notwithstanding anything to the contrary contained in this Article 15, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect or consequential nature except as expressly provided in this Agreement.

15.4. SURVIVAL

The provisions of Article 15 shall survive the expiry or prior termination of this Agreement/the Concession.

ARTICLE 16 DISPUTE RESOLUTION

16.1. AMICABLE SETTLEMENT

If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement and so notified in writing by either Party to the other Party (the “**Dispute**”), whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

16.2. ASSISTANCE OF EXPERT

The Parties may, in appropriate cases agree to refer the matter to an Expert appointed by them with mutual consent. The Parties agree to abide by the decision/opinion of the Expert. The cost of obtaining the service of the Expert shall be shared equally.

16.3. ARBITRATION

(a) **Arbitrators**

In the event the Dispute is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within 30 (thirty) days of reference for amicable settlement and/or settlement with the assistance of Expert, as the case may be, the same shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a panel of three arbitrators, one each to be appointed by the Authority and the Concessionaire and the third to be appointed by the two arbitrators so appointed, who shall act as chairperson of the arbitral tribunal.

(b) **Place of Arbitration**

The place of arbitration shall be Chandigarh but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.

(c) **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) **Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgement upon the arbitral award may be entered in any court having jurisdiction thereof.

(e) **Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.

(f) **Performance during Arbitration**

Pending the submission of and/or decision on a Dispute or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

ARTICLE 17 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

17.1. INTELLECTUAL PROPERTY RIGHTS

- (a) The Concessionaire accepts and agrees that the Authority shall be the absolute and exclusive owner and proprietor of the all details, plans, specifications, schedules, programs, budget, reports, calculations and other work relating to the Project hereafter referred to as "**Proprietary Material**", which have been or are hereafter written, originated or made by any of the Concessionaire or the Persons claiming through or under it or any of their respective employees, contractors, consultants or agents in connection with this Agreement or the design, construction, insurance and financing of the Project Facility. All Proprietary Material shall be clearly marked as such in capital letters and in bold face print.
- (b) The Authority shall own all the intellectual property rights in or relating to the Proprietary Material and all rights, privileges, entitlements, interests, title, property and benefits and associated rights whatsoever therein for the full period in accordance with the Applicable Laws and with all the reservations and extensions thereof and together with the exclusive right of the Authority to use such information and intellectual property/authorize the use thereof by Third Parties in India and abroad in any form, including without limitation the right to reproduce, translate, edit, modify, distribute, sell or assign such rights, with or without consideration.
- (c) The Authority shall have the exclusive right to apply for/procure registration such intellectual property rights at its cost with relevant competent authorities in India and abroad.
- (d) The Concessionaire and the Authority hereby grant to each other an irrevocable, royalty-free, non-exclusive license to use all proprietary material owned by any of them or any of their respective employees, contractors, consultants or agents in connection with this Agreement or the design, construction, insurance and financing of the Project. Such license shall carry the right to use such material for all purposes connected with the Project; however, it shall not be transferable to any Person other than to the permitted assignee under this Agreement. Such license shall discontinue on the termination or expiry of this Agreement or the discharge by any Party of its duties hereunder.

17.2. CONFIDENTIALITY

No Party shall, without the prior written consent of the other Party, at any time

divulge or disclose or suffer or permit its servants or agents to divulge or disclose to any Person or use for any purpose unconnected with the Project any information which is by its nature or is marked as Proprietary Material or “confidential”, concerning the other (including any information concerning the contents of this Agreement) except to its officers, directors, employers, agents, representatives and professional advisors or as may be required by any law, rule, regulation or any judicial process; provided, however, that a Party, with the written consent of the other Party, may issue press releases containing non-sensitive information in relation to the progress of the Project. This provision shall not apply to information:

- (a) already in the public domain, otherwise than by breach of this Agreement;
- (b) already in the possession of the receiving Party on a lawful basis before it was received from the other Party in connection with this Agreement and which was not obtained under any obligation of confidentiality;
- (c) obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality;
- (d) disclosed to the Lenders under terms of confidentiality; or
- (e) which is required to be disclosed by judicial, administrative or stock exchange process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by or under any Applicable Law or by any Competent Authority.

17.3. SURVIVAL

The provisions of Article 17 shall survive the expiry or prior termination of this Agreement/Concession.

ARTICLE 18 SAFETY REQUIREMENTS

18.1. SAFETY REQUIREMENTS

- (a) The Concessionaire shall be responsible at its cost, for procurement, transport, receiving, unloading and safe keeping of all plant and machinery, materials, Concessionaire's equipment and other things required for the completion of the Works, services and operation and maintenance of the Project Facilities (excluding the Authority Facilities). Unless otherwise stated in this Concession Agreement:
 - i) The Concessionaire shall be responsible for keeping unauthorised persons off the Project Site and preventing encroachment on the Project Site during the subsistence of this Agreement.
 - ii) Authorised persons during the Construction Period for BTF shall be limited to the employees of the Concessionaire, employees of its Subcontractors, and employees and persons authorised by the Authority.
- (b) Within 3 (three) months from the Agreement Date, the Concessionaire shall provide to the Authority details of its safety plans and procedures for the Works, buildings, services and construction. The Concessionaire shall comply with all safety regulations applicable, in its design, access arrangements and operations on Project Site. Unless otherwise stated in this Concession Agreement, the Concessionaire shall, from the commencement of work on the Project Site until the expiration of this Concession Agreement or upon termination of this Agreement, provide fencing, lighting, guarding and watching of the Works and Project Facilities. The Concessionaire shall be responsible in the operation of machinery and equipment, use of explosives and any other work and to take all precautions to ensure safety of the staff, labourers and public.

18.2. ACCIDENTS

- (a) The Concessionaire shall take all reasonable precautions for the prevention of accidents on or about the Project Site and provide all reasonable assistance and emergency medical aid to accident victims.
- (b) In the event of an accident, the Concessionaire shall, by most expeditious means, inform the concerned Civil and Police Authorities and also the Authority. The Concessionaire's responsibilities with regard to the operation of the Project shall in no way be diminished by informing the above officials, as it shall be required to take expeditious action for the medical and legal aspects notwithstanding any delay on the part of these

officials to give any instructions. The Concessionaire shall preserve the site of such accident intact, until completion of all legal formalities. The Concessionaire shall then arrange for the expeditious removal of the wreckage or debris, and for cleaning the Project Site. If any portion of the Project Facilities (excluding the Authority Facilities) suffers any damage, the Concessionaire shall, with the consent of Authority, arrange for the repair and rectification thereof.

- (c) The Concessionaire shall, in the event of any accident, incur any expenditure or take any other action as necessary (in accordance with Good Industry Practices). Except when the cause of the accident is attributed to any act or negligence of the Authority, any expenditure in connection with an accident shall be compensated to the Concessionaire.
- (d) Any communication to the news media made by the Concessionaire shall provide only enough information to satisfy public concern and the Concessionaire shall neither make any admissions nor accept any liability in any such communications.

ARTICLE 19 MISCELLANEOUS PROVISIONS

19.1. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at Chandigarh shall have jurisdiction over all matters arising out of or relating to this Agreement.

19.2. WAIVER & REMEDIES

- (a) The waiver by either Party, including conditional or partial waiver, of any default by the other Party in the observance and performance of any provision of or obligations or under this Agreement:
 - (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) No failure on the part of any Party to exercise, and no delay in exercising, any right, power, obligation or privilege hereunder or time or indulgence granted by a Party to the other Party shall operate or be treated or deemed as a waiver thereof or a consent thereto or the acceptance of any variation or relinquishment of any such right hereunder; nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by the Applicable Laws.
- (c) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

19.3. SURVIVAL

The termination /expiry of this Agreement

- (a) shall not relieve either Party of any obligations hereunder, which expressly or by implication, survive the expiry or prior termination of this Agreement/the Concession, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination/expiry or arising out of such termination/expiry.

19.4. ENTIRE AGREEMENTS AND AMENDMENTS

- (a) This Agreement constitutes the complete, exclusive and entire statement of the terms of the agreement between the Parties on the subject hereof and supersede all previous agreements or arrangements between the Parties, including any memoranda of understanding entered into in respect of the contents hereof.
- (b) No amendment or modification or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorised representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

19.5. NOTICES

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

If to Authority

Attn: _____

If to Concessionaire

Fax No. _____

Attn: Mr. _____

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Party in writing prior to the adoption thereof.

19.6. SEVERABILITY

- (a) If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.
- (b) The Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted, as nearly as is practicable, to such invalid, illegal and unenforceable provision. Provided failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure under this Agreement.

19.7. NO PARTNERSHIP

Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency or joint venture among the Parties and Parties shall be liable to perform their respective duties and discharge their

respective liabilities or obligations in accordance with the provisions of this Agreement. Neither Party shall have any authority to enter into any Agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind the other in any manner whatsoever.

19.8. LANGUAGE

The language of this Agreement is English. All notices, correspondence, Project Agreements, documentation, Designs and Drawings, design Specifications and Standards, data, test reports, certificates and information in respect of this Agreement shall be in the English language. All other written and printed matter, communications, documentation, proceedings and notices etc. pursuant or relevant to this Agreement shall be in the English language.

19.9. EXCLUSION OF IMPLIED WARRANTIES ETC.

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

19.10. COUNTERPARTS

This Agreement may be executed in three counterparts, each in the like form, which when taken together shall constitute one and the same document.

19.11. FURTHER ASSURANCES

At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.

19.12. REMEDIES CUMULATIVE

The exercise of right by either Party to terminate this Agreement, as provided herein, shall not preclude, such Party from availing any other rights or remedies that may be available to it under law. All remedies available to the Parties shall be cumulative and the exercise or failure to exercise one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

19.13. NO LIABILITY FOR REVIEW

Except to the extent expressly provided in this Agreement.

- (a) no review, comment or approval by the Authority /Competent Authorities/

Independent Engineer/Maintenance Review Committee/advisors, nominees or representatives of the Authority of the Designs and Drawings, the Specifications and Standards, the CF Scheme, the Transaction Documents or documents submitted by the Concessionaire or its employees or agents or Persons claiming through or under the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Clearances; and

- (b) the Authority or any Competent Authority or the advisors, nominees or representatives of the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval observation or inspection referred in sub-clause (a) above and the Concessionaire shall indemnify them and keep them indemnified in this behalf.

19.14. TIME

Any date or period as set out in this Agreement may be extended with the written consent of the Parties, failing which time shall be of the essence.

19.15. CHANGE IN LAW

In the event of a Change in Law results in a Material Adverse Effect, the Authority or the Concessionaire may by notice in writing to the other party request such modifications to the terms of this Agreement as the requesting party reasonably believes is necessary to place it in substantially the same legal, commercial and economic position as it was prior to such Change in Law. The Concessionaire and the Authority shall thereafter consult in good faith to agree to such modifications and in the event agreement cannot be reached, either of them may refer the matter for determination in accordance with the Dispute Resolution Procedure.

19.16. DEPRECIATION

For the purposes of claiming tax depreciation, the property representing the capital investment made by the Concessionaire/Persons claiming through or under the Concessionaire shall be deemed to be acquired and owned by the Concessionaire/Persons claiming through or under the Concessionaire.

19.17. VIOLATION OF TERMS

The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion)

shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for Damages.

19.18. INTEREST AND RIGHT OF SET OFF

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 15 (fifteen) days of receiving a demand along with the necessary particulars.

Any sum which is due and payable under any of the provisions of this Agreement by one party to the other shall, if the same is not paid within the time allowed for payment thereof, be deemed to be a debt owed by the Party responsible for such payment to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at the rate specified herein, and if not specified at the rate of 18% per annum, from the due date and until the date of payment or otherwise realisation thereof by the Party entitled to receive the same. Without prejudice to any other right or remedy available under this Agreement or under law, the Party entitled to receive such amount shall also have the right of set off.

Provided this provision for payment of interest for delayed payment shall not be deemed or construed to (i) authorise any delay in payment of any amount due by a party or (ii) be a waiver of the underlying breach of the payment obligations.

19.19. WAIVER OF IMMUNITY

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction;

19.20. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement, unless expressly provided in this Agreement

19.21. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of the Parties and their lawful successors, as per the provisions of this Agreement.

19.22. VALIDITY

This Agreement shall be valid for the entire Concession Period.

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 Authority	SIGNED, SEALED AND DELIVERED
_____(Signature)	Concessionaire by the hand of its authorized representative
_____(Name)	_____(Signature)
_____(Designation)	_____(Name)
	_____(Designation)
	pursuant to Resolution dated..... of its board of directors.

Witnesses:

(i)

(ii)

Date:

Place:

Schedules

Table of Contents

<u>SCHEDULE A: Copy of Legal Title of Project Site</u>	211
<u>SCHEDULE B: Project Site</u>	212
<u>SCHEDULE C: Project Facilities</u>	213
<u>SCHEDULE D: Development of Project Bus Terminal</u>	215
<u>SCHEDULE E: Specifications and Standards</u>	234
<u>SCHEDULE F: List of Applicable Permits</u>	273
<u>SCHEDULE G: Format of Bank Guarantee for Performance Security</u>	274
<u>SCHEDULE H: Project Completion Schedule</u>	276
<u>SCHEDULE I: Vesting Certificate</u>	277
<u>SCHEDULE J: Completion Certificate</u>	278
<u>SCHEDULE K: Maintenance Requirements</u>	280
<u>SCHEDULE L: Safety Requirements</u>	299
<u>SCHEDULE M: List of Banned Activities</u>	302
<u>SCHEDULE N: Transition Plan</u>	303
<u>SCHEDULE O: Terms of Reference for Independent Engineer</u>	304
<u>SCHEDULE P: Fee Related To Project Bus Terminal in Fee Notification</u>	314
<u>SCHEDULE Q: Liquidated Damages</u>	315
<u>SCHEDULE R: Escrow Agreement</u>	316
<u>SCHEDULE S: Copies of Relevant Documents related to Bidding Process</u>	331
<u>SCHEDULE T: Approved CF Scheme</u>	332
<u>SCHEDULE U: Specifications of Bus Depot</u>	333

SCHEDULE A: Copy of Legal Title of Project Site

SCHEDULE B: Project Site

1 Background

Directorate of State Transport, Government of Haryana, proposes to develop an integrated Bus Terminal-cum-Commercial Facility as an iconic/ landmark building with contemporary innovative designs.

2 The Site

- 2.1 Ballabgarh is a town situated in the Faridabad district of Haryana. The town shares its borders with the National Capital Territory of Delhi to the north, Gurgaon to the west and state of Uttar Pradesh to the east and south.



- 2.2 The proposed bus terminal site is situated at 28°20'28.3"N 77°18'56.2"E in the Ballabgarh town in the Faridabad district having a total area of 21.5 acres out of which project is proposed on 13.5 acres of land and balance area would be used for depot activities of Authority.
- 2.3 The site is a flat patch of land with minor undulations.

Figure Fehler! Kein Text mit angegebener Formatvorlage im Dokument.-4: Site Map

SCHEDULE C: Project Facilities

The key Project Facility shall consist of the Bus Terminal Facility and Commercial Facility.

A. Bus Terminal Facility shall comprise of the following components:

1. Bus Terminal Transport Infrastructure

The following key Bus Terminal facilities shall be provided:

- (a) Bus Bays (for Boarding and Alighting)
- (b) Bus Circulation Area & Approach Roads
- (c) Ticketing Counters/ Reservation Counters/ Enquiry Counters
- (d) Authority administration requirements like Traffic Officer's office, Supervisor Office, Duty List branch etc.
- (e) Concessionaire's Office
- (f) Entry & Exit to the Bus Terminal Facility
- (g) Passenger Entry & Exit to the Bus Terminal Facility
- (h) Interconnecting Subways, Pathways, Foot-over bridges, Ramps between various components, if applicable
- (i) Management Information System including public address system
- (j) EV Charging system 2 wheelers, 4 wheelers and buses

2. Passenger Amenities

The following key passenger amenities are proposed in the Bus Terminal:

- (a) Passenger Concourse Area for Boarding & Alighting
- (b) Passenger Platform for Alighting & Boarding
- (c) Public Utilities (Toilets, Drinking Water Chambers etc.)
- (d) Waiting Halls
- (e) High quality Stainless Steel Seating
- (f) Cloak Room & Parcel Room
- (g) Seating Arrangements, Information Signage's, Display Boards
- (h) Dormitories
- (i) Commercial Facilities for the Bus Terminal Facilities like kiosks, canteen, general store etc.
- (j) Kids Activity Area
- (k) Baby Care Room
- (l) Lost and Found Room
- (m) Tourist Information Centres
- (n) Complaint Redressal Room
- (o) Surveillance & Security System (CCTV)
- (p) Parking Area for private vehicles (two wheelers and cars) and intermediate

- public transport like auto rickshaws, taxis including app based taxis along with their approaches, entry and exit, drop-in and drop-off areas, pick-up zones
- (q) Commercial Areas (independent of Bus Terminal) like a Mall/High Street shopping, Budget and Business Hotel, Multiplex
- (r) Passenger Information System

3. Authority Facilities

As set out in clause 8.1 of Schedule D. This may include the construction of Bus depot as per the terms specified in Schedule U.

4. Common Areas & Facilities

- (a) Water Supply and Sanitation Structures
- (b) Water & Sewage Treatment Systems
- (c) Storm Water Drainage
- (d) Rain Water Harvesting Structures
- (e) Solid Waste Management Systems
- (f) Solar Power Plant
- (g) Communication Systems
- (h) Dust suppression system
- (i) Firefighting System
- (j) Landscaped Area
- (k) Electric Sub-Station
- (l) Service lanes for modal transfer from other public and private modes of transport to the Bus Terminal

B. Commercial Facility shall comprise of the built up area developed by the Concessionaire as per its business plan which will adhere to the following development guidelines:

- (a) Minimum conflict points related to the connectivity between the commercial development and the Bus Terminal facilities.
- (b) Separate access for Bus Terminal and standalone commercial facilities.

The design of the building shall result in a permanent civic architecture that contributes to its context. The design shall not only be a recognizable element of the Bus Terminal, but also shall be clearly an integral part of the neighbourhoods and community. The architecture and facade shall be designed keeping in view the socioeconomic significance of the city. The external components must be aesthetic and shall display modern architecture and concepts.

SCHEDULE D: Development of Project Bus Terminal

1. General

The Concessionaire should develop a State-of-the-Art Bus Terminal with better facilities for passengers/ public and commercial facilities thereby creating a landmark facility with iconic exteriors/ facade. The proposed Bus Terminal shall be planned and designed as an iconic/ landmark building with contemporary innovative design on the lines of post modernism and design elements such as colonial style using fins, pergolas, glass facia etc. The exterior/ facade of the building could be in combination of glass/ metal/ tile/ fusion of materials and the provision of blocking arrangement shall be preferably used.

2. Broad Scope of Work

The services to be provided by the Concessionaire shall include all activities, physical or efforts, activities otherwise needed to be carried out, in order to comply with the service quality levels and other performance criteria indicated under the Concession Agreement, or with any other requirements of the Concession Agreement. In particular they shall include construction works, operation & maintenance of the various components.

The Concessionaire shall ensure that the Bus Terminal is constructed in accordance with the design approved by the DST and in conformity to the Standards and Technical Specifications set forth in Concession Agreement and the Applicable Laws. The broad scope of works is as described below:

3. Construction Works

The Construction works for the Bus Terminal to be undertaken by the Concessionaire shall include all the construction works as per the Concession Agreement and catering to future requirements which shall include the following:

- (a) The scope of works inter alia includes the detailed design, detailed engineering and preparation of all related good for construction drawings concerned to the execution of the Bus Terminal.
- (b) Passenger amenities like general shops, parking areas for public, private and intermediate public transport, toilets, drinking water chambers, waiting halls, seating arrangements, dustbins etc.
- (c) Bus Terminal facilities like bus bays (alighting, boarding and idle parking),

circulation area, enquiry counters, information centers, booking and reservation ticket counters, etc.

- (d) Design and construct supporting infrastructure facilities related to Solid Waste Management, Rain Water Harvesting, Water Supply and Sanitation, Electric Sub Station, Communication System.
- (e) Design and construct any ancillary facility and/or structure required for proper functioning of the Bus Terminal or required for passengers comfort or traffic and passenger circulation.

4. Maintenance Work

This includes routine and periodic maintenance activities for the Bus Terminal excluding Authority Facilities. The routine maintenance will include maintenance of bus and passenger circulation area, terminal building, passenger concourse areas, passenger amenities, parking areas, pavement condition, water supply, drainage and sewerage, solid waste facility, other ancillary building services, mechanical equipments etc. The periodic maintenance shall include maintenance at regular identified intervals for the various Bus Terminal components.

5. Operations Management

The operations management is related to the Bus Terminal Facilities. This includes the following Bus Terminal operations:

- (a) Management of inflow and outflow of buses;
- (b) Allocation of bays in the Bus Terminal including idle parking of buses;
- (c) Streamlining of traffic flows and circulation pattern;
- (d) Functioning of passenger and crew amenities;
- (e) Collection of lease rentals and other User Charges;
- (f) Information and communication systems including public address system;
- (g) Other Bus Terminal operations include functioning of break down services, providing emergency response system, regular security and scheduled inspections;
- (h) Undertaking traffic management measures in internal circulation during routine and periodic maintenance activities.
- (i) Implementing the Management Information System (MIS) that would help in monitoring of the operation and maintenance activities in the Bus Terminal.

6. Bus Terminal Design

The Concessionaire, while designing the Bus Terminal Facility shall consider and comply with the following planning & design parameters.

The most important design consideration for a Bus Terminal is the safety

requirements, which can be met by segregating the traffic movements and convert the Bus Terminal into an 'active urban street' concept. Pedestrian circulation inside the Bus Terminal complex shall be designed in such a manner that no passenger can come on to the bus movement area/s. For efficient working of the Bus Terminal and to reduce the noise & air pollution the movement of vehicular traffic in the Bus Terminal should be totally unobstructed and the entry & exit of buses as well as the arrival and departure bays shall be designed in such a fashion that the bus traffic shall not be in conflict with any of the other activities of the Bus Terminal.

The interior of Bus Terminal should be known for its usefulness, open areas and aesthetics. Bus Terminal shall have high quality seating, flooring, ceiling, lighting etc. Marble wainscoting, aluminium/ S.S. finishes, granite floors, beautiful lighting fixtures, granite and limestone should be incorporated into its art deco design including glow signage.

The key Bus Terminal Facility shall consist of the facilities provided in Schedule B Project Facilities. This shall also include any other structure and facilities to be constructed under the Concession Agreement.

7. Factors to be Considered for Bus Terminal Design

The factors to be considered in the Bus Terminal design by appreciating activity and facility inter-relationship are:

- (a) Segregation of Bus Terminal and other traffic
- (b) Segregation of vehicular and passenger traffic and movement
- (c) Segregation of traffic by type, function and direction
- (d) Co-ordination of different activities in terms of functional and spatial interrelationships
- (e) Separate access for Bus Terminal and commercial facilities
- (f) Provision of good user and vehicular information
- (g) Provision of necessary and identified facilities to meet requirement of all user groups
- (h) Achieving minimum passenger and vehicular processing time
- (i) Achieving overall functional and space efficiency
- (j) Achieving smooth flow for all types of traffic to and from the Bus Terminal

7.1.1. Bus Entry / Exit to the Bus Terminal

- (a) The bus circulation pattern in the Bus Terminal shall be such that there is no queuing of buses at the entry/ exit gates for buses in the Bus Terminal.
- (b) The entry and exit for buses shall be separate from the other vehicles. Speed breakers shall be provided near the entry and exit gates. The entry and exit locations shall be on the main external road as shown in the indicative concept master plan.

7.1.2. Bus Terminal Parking Area

- (a) The parking area shall be integrated with the Bus Terminal such that there is easy accessibility for the passengers. The parking area shall be suitably segregated into lots for two-wheelers, cars, auto rickshaws and cycles.
- (b) The parking area shall consist of drop in and drop off zones for the various private and IPT vehicles. In case of parking provision for intra-city buses, suitable bus bays shall be constructed near the alighting zone.
- (c) The parking area shall have dedicated area for app based taxi or similar taxi services which may emerge in future.
- (d) The Intermediate Public Transport (IPT) modes like the auto rickshaws and taxis are the expected modal change for the users apart from the city bus transport. The private modes of transport are two-wheelers, cars and cycles. There should be provision for arrival, departure and parking of these categories of private and public transport.
- (e) Designated parking area shall be allotted for the public and private vehicles along with the drop in and drop off facility.
- (f) The entry and exit for the parking areas of IPT and private vehicles shall be segregated by use of railings or medians.

8. Minimum Requirement for the Project

The minimum requirements for the Project are given in the subsequent sub-sections.

8.1. Area for Development

The minimum area allocation for the Bus Terminal Facility shall be as follows:

Table 1.1: Minimum Area Allocation Statement

SN	Description	Quantity	Unit
1	Bus Terminal Area		
(i)	Concourse Area	1404	sq.m
(ii)	Double Height Area	149	sq.m
(iii)	Waiting Areas	266	sq.m
(iv)	Rest Rooms	204	sq.m
(v)	Cloak Room	79	sq.m
(vi)	Baby Care Room	30	sq.m
(vii)	First Aid room	15	sq.m
(viii)	CCTV security room	40	sq.m
(ix)	VIP Deluxe toilets, Luxury Lounges	40	sq.m

SN	Description	Quantity	Unit
(x)	Guard Room	20	sq.m
	Total Area	2247	sq.m
2	Bus Bays		
(i)	Boarding Bays	20	Number
(ii)	Alighting Bays	3	Number
(iii)	Idle Bays	2	Number
3	Parking		
(i)	Dedicated area for app based taxi	10	Number of ECS
(ii)	Dedicated area for pre paid Auto	5	Number of ECS
4	Authority Facilities		
(i)	Authority Office		
	(a) DST Office	50	sq.m
	(b) Driver Lounge and dormitory	0	sq.m
	(c) Ticket Counter	80	sq.m
	(d) Enquiry office	30	sq.m
	(e) Control Room	20	sq.m
(ii)	Workshop Maintenance area/ Bus Depot	As per Schedule U	

8.1.1. Functional and Geometric Design Dimension Parameters

The following table indicates the minimum dimensions related to functional and geometric design aspects of the Bus Terminal components.

Table1.2: Minimum Functional and Geometric Dimensions

SN	Parameter	Minimum Requirement
1	Bus Bay dimension	3.5m x 12.0m clear space along with a minimum stub arm of 1.5m wide
2	Turning radius for bus movement	not less than 12.0m
3	Driveway width for bus	not less than 15.0m
4	Width of the passenger platform, in case of bus bays on only one side of the passenger platform	not less than 9.0 m
5	Clear height of passenger concourse in the boarding area including boarding platforms	not less than 6.0m
6	Driveway width at the bus entry/exit gates	not less than 7.00m

8.1.2. Service Time at Bays for Buses

The internal circulation pattern of the buses in the Bus Terminal shall be planned such that the minimum service time attained by buses at all times at alighting and boarding bays is at least 5 and 10 minutes respectively.

8.1.3. Pavement for Bus Terminal

- (a) The Concessionaire shall construct the bus circulation and the parking area along with the approaches/roads to various components in the Bus Terminal with rigid pavement.
- (b) The pavement shall be designed for at least 30 years as per Authority requirements and suitable drainage facilities are to be provided.

8.1.4. Idle Parking for Buses

- (a) The idle parking bays are to be earmarked separately within the Bus Terminal. However there shall be enough circulation area, to ensure safe movement, turning and manoeuvrability of buses.
- (b) The idle parking bay areas shall be marked and designated with thermoplastic paint along with the provision of appropriate informatory signage's.

8.1.5. Electric Bus Charging System

- (a) The Concessionaire shall develop EV charging infrastructure for atleast 40% of the boarding bus bays
- (b) The guidelines are provided in the latest Power Ministry, Govt. of India guidelines.

8.1.6. Traffic Signs and Signages

The Concessionaire shall provide signages with customer focussed approach. The Concessionaire should consider below mentioned guidelines:

- (a) Adequate number of traffic signs (informatory, cautionary and warning) and signages' shall be provided in the Bus Terminal for convenience to crew and users.
- (b) Insofar as possible, architectural elements, landscaping, and other design features shall identify entrances, exits, etc.
- (c) Signs shall be located for maximum visibility at or before all decision points within facilities.
- (d) Signs shall be placed at frequent enough intervals so that the infrequent or new user can readily find his or her way without assistance.
- (e) All signages should comply with relevant standards and codes.
- (f) Signage shall also include items relating to regulatory enforcement (e.g. no smoking, no parking here, etc.).

- (g) Relate outbound passengers to the surrounding community with appropriate signage.
- (h) Pavement markings shall be provided as per there requirement in the Bus Terminal area for convenience to crew and users.

8.1.7. Minimum Bus Terminal Facility Requirements

The following table indicates the minimum Bus Terminal facility requirements. These are mandatory to be provided as part of the Bus Terminal Facility.

Table 1.3: Minimum Bus Terminal Facilities Requirement

SN	Components	Minimum Requirement
1.	Alighting Bays	As per 8.1 above
2.	Boarding Bays	As per 8.1 above
3.	Idle Bays	As per 8.1 above
4.	Washing bays	As per 8.1 above The washing bays should be equipped with washing plant and handed over to Authority for operations and maintenance.
5.	Enquiry offices, Passenger amenities, Ticketing counters	(a) One centralized enquiry office (b) One centralized First aid room, (c) One baby care room for every 20 bus bays, and (d) 3 ticketing counters for every 10 bus bays located close to the bus bays The offices shall have large window for public interface. There shall be enough waiting space in front of the office so as to enable the users to form proper queue and hence maintain orderliness. Railings to divide the queue may be provided in front of the public interface windows. The total area for provision of these services shall be as per 8.1 above.
6.	Cloak Room	As per 8.1 above
7.	Display Boards, Digital Displays and Variable Message Sign Boards	Provide Digital Displays and Variable Message Sign Boards in the Bus Terminal at appropriate locations like entry and exit, waiting halls, enquiry counters, and passenger concourse area for providing updated information to the users. Provide adequate numbers of display boards in a Bus Terminal area with illumination at appropriate locations for information on bus routes, bus time table, fare lists, location of various passenger amenities in the Bus Terminal etc.

SN	Components	Minimum Requirement
8.	Digital Display Clocks	Provide one Digital Display Clocks for every 10 bus bays suspended from the ceiling by suitable holders in the passenger concourse area.
9.	Control room with Public Address System	High Quality announcement booth shall be provided in the control room having area as per 8.1 above. A high quality Public Address System shall be provided in the Bus Terminal, as approved by DST.
10.	Vacuum Cleaners, Floor Cleaners, Automatic Wipers or superior mechanized cleaning equipment	These shall be provided in adequate number in the Bus Terminal for housekeeping activities for ensuring dust free environment
11.	Administration Office Space for Authority	The total area for provision of these services shall be as per 8.1 above
12.	Bus Operation and Management Office for Concessionaire	To be provided as per the Concessionaire's organization structure for the O&M of the Bus Terminal.
13.	Tow Away Vehicle	The Concessionaire shall make necessary arrangement for tow away vehicles at Bus Terminal.
14.	Hi-tech Security System	<p>(a) A closed circuit system shall be strategically installed along with Video Analytics and monitoring software as per the requirement of Authority and enforcement agencies for surveillance of the entire Bus Terminal. The surveillance system shall have the capability to detect and drill down the particular area where incident is occurring, in shorter span of time to avoid any major mishaps.</p> <p>(b) Dome Cameras with 360 Degree revolving angle as well as fix focused telescopic cameras can be installed, apart from manual security, to monitor the various activities of the Bus Terminal from a control room.</p> <p>(c) All the entrances of the Bus Terminal complex as well as the total Project facility shall be equipped with security check systems such as X-Ray Screening Machine, Metal Detector etc. to ensure the safety of the passengers/general public as well as the building of the facility.</p> <p>(d) Automatic Number Plate Recognition (ANPR) – The camera installed in entry area and parking areas shall be of ANPR type to track all the vehicle entering and leaving the premises.</p> <p>(e) Control Room – The surveillance feed from all the camera to be relayed live and displayed on the Video wall installed in the Control Room. The sufficient storage space shall be provisioned for data backup of the video feed for at least 30 days or</p>

SN	Components	Minimum Requirement
		longer as per statutory requirements.
15.	Scanning of luggage	The luggage transfer to any part of the Bus Terminal area shall be scanned with X-ray scanning machine as per the requirement of Authority and/or enforcement agencies.
16.	Effluent/ Sewerage Treatment Plant	One ETP/ STP of sufficient capacity to treat the effluent generated in the Bus Terminal on daily basis.

8.2. Passenger Amenities

8.2.1. Passenger Entry/ Exit to the Bus Terminal

- (a) The passenger entry and exit to the Bus Terminal shall be separate from the vehicular entry and exit with minimum width of 3.5m.
- (b) The passenger circulation in the Bus Terminal shall be such that there is no conflict with bus or other vehicular traffic circulation. The Intermediate Public Transport (IPT) and private parking area shall have a direct connectivity with the passenger concourse area.
- (c) The passenger concourse area for the alighting and the boarding areas in the Bus Terminal shall be interconnected for easy accessibility and better modal transfer.
- (d) The passenger amenities set out in para 8.1 shall be conveniently located in the passenger concourse areas for effective utilisation by the users.
- (e) The alighting and boarding platforms including the passenger concourse area for boarding and alighting shall be covered by suitable roofing of steel structure or RCC. The canopy shall extend over the bus bays beyond the edge of the platform by minimum 2m to protect against rain, sun and other weather adversaries.
- (f) Passenger concourse shall have the facilities for differently abled passengers such as ramps for entry/exit, separate toilets/ wash rooms etc.
- (g) Passenger concourse shall be lively designed and provided with facilities such as food courts, rest rooms, family entertainment like games, TV's, restaurants; Bank ATM's, phone booths, location maps, information on tourist destinations & city etc.
- (h) Suitably illuminated signboards and display boards shall be placed indicating the various passenger amenities in the Bus Terminal. Any passenger movement in the bus circulation area shall be restrained for safety to passengers and vehicles. It shall have proper illumination and signage's for safe movement of passengers.

- (i) Any entry of IPT and private vehicles in the bus circulation and passenger circulation area shall be prohibited.
- (j) In case the basement parking is provided, it shall have a direct interconnectivity with the passenger concourse areas by means of staircases and ramps/lifts/ escalators. Suitable arrangements have to be made in the passenger concourse area interconnectivity with the basement parking area for the physically disabled and handicapped. The interconnectivity arrangements between the Bus Terminal areas shall be free of any encumbrances at all times.
- (k) The Concessionaire shall ensure that vehicles entering the Bus Terminal are checked before entry;

8.2.2. Bus Terminal Parking Area

- (a) All parking spaces shall be constructed with rigid pavement to withstand vehicle loads and forces due to frequent acceleration and deceleration of vehicles. Parking bays/lots shall have proper cross slope and drainage. They shall be marked with paint as per IRC-35-1997 to demarcate parking and circulation space.
- (b) The minimum dimensions in case of provision of multi-level parking are provided in the following table:

Table 1.4: Minimum Requirements for Multi- Level Parking

SN	Parameter	Minimum Requirement
1	Minimum bay dimensions per car space	Not less than 5.0m long and 2.50m wide
2	Carriageway of pavement for circulation space within parking facilities, in case of one way movement	Not less than 3.75 m
3	Carriageway of pavement for circulation space within parking facilities, in case of two way movement	Not less than 6.0 m
4	Clear Floor Height in case of multilevel parking space	Not less than 3.0m

8.2.3. Minimum Passenger Amenities Requirements

The Bus Terminal shall consist of the various passenger amenities. These are to be in adequate number, located and designed for passenger convenience. The following passenger amenities are mandatory to be provided as part of the Bus Terminal Facility. All the passenger facilities shall be provided and maintained as per the provisions set out in the Concession Agreement.

Table 1.5: Minimum Passenger Amenities Requirements

SN	Passenger Amenities	Minimum Total Requirement
1.	Passenger & Concourse Area	<p>Area as per 8.1 above</p> <p>Minimum width of alighting platform shall be 3.0 m</p> <p>The passenger amenities like waiting halls, toilet blocks, drinking water chambers, canteen, kiosks etc. shall be conveniently located in the passenger concourse areas.</p> <p>The various operational requirements like the Enquiry offices & Ticketing Office along with enclosure for waiting space, administration office for Authority shall be located in the passenger concourse area.</p>
2.	General Waiting Hall	Waiting hall area as mentioned in 8.1 above with adequate seating capacity in the Bus Terminal and shall be airconditioned. Kiosk need to be provided in General waiting hall.
3.	Toilet	<p>For every 10 bus bays the following shall be provided:</p> <ul style="list-style-type: none"> (a) WC for Gents : 4 (b) Urinals for Gents : 10 (c) WC for Ladies : 5 (d) WC for Differently abled : 1 <p>The gents and ladies blocks shall have separate access.</p> <p>Provide minimum 3 taps, 3 bevelled edge mirrors (600x450mm) and 3 wash basins in each Gents toilet block.</p> <p>Provide minimum 5 taps, 5 bevelled edge mirrors (600x450mm) and 5 wash basins in each Ladies toilet block.</p>
4.	Cloak Room	Area as mentioned in 8.1 above with lockers, racks and cupboards.
5.	Parking area	The minimum parking area requirement shall be as per 8.1 above including drop-in and drop-off areas. The parking area shall be suitable segregated into lots for various categories of private and IPT vehicles.
6.	Drinking Water Chambers	Provide one drinking water chambers with provision for room temperature drinking water along with cold water for every 10 bus bays. The water chambers are to be evenly distributed in the passenger concourse area. There should also be provision for purification of water. The water quality shall be match with the requirements stipulated by the respective Municipal Corporation or CPHEEO guidelines applicable for drinking water standards.
7.	Seating Arrangements	Modular SS or Hard Plastic Chairs over steel framework, grouted/ fixed to the platform base provided in the Bus Terminal. The seating arrangement to be evenly distributed in the passenger

SN	Passenger Amenities	Minimum Total Requirement
		concourse area and waiting areas in the Bus Terminal. The seating area should be equipped with suitable sized TV, fans, Shoe shine etc.
8.	Dustbins	Provide 1 dustbin for every 3 bays on the platform apart from those provided near the shops/kiosks etc. The dustbins shall be metal boxes or any other material approved by Authority of 450 mm x 450 mm x 750 mm height with lids, fixed and painted and complete in all respects. The dustbins are to be placed at appropriate locations in the passenger concourse area in the Bus Terminal. The dustbins should contain disposable plastic bags so as to ease collection of waste.
9.	Ramps for differently abled	Ramps with proper slope as per NBC codes shall be provided at user entry and exit of Bus Terminal, connectivity to parking area and passenger concourse area, interconnectivity between the passenger concourse areas and at any such places adjacent to footsteps following upward and downward gradient in the Bus Terminal passenger concourse area. Handrail fixed to walls along the staircase and ramps shall be provided for ease and convenience of passengers.
10.	Public Relations Office	The Concessionaire shall maintain a Public Relations Office (PRO) at a convenient location, so as to provide assistance and any help and assistance to passengers using the Bus Terminal as well as to be used as an information dissemination centre in case of emergencies. The office will be manned suitably by a Public Relations Officer who will also co-ordinate with various agencies for smooth running of operations. The office would maintain a Register for lodging any suggestions, recommendations or complaints. Such register shall be available at all times for inspection by the Authority. Any complaint logged should be addressed in accordance so as to meet the performance standard specified.
11.	Wheel Chairs	Atleast 2 wheel chairs for every 10 bus bays shall be provided in the Bus Terminal as part of the passenger amenities. These wheel chairs shall be maintained by the Concessionaire as part of his obligations.
12.	Trolley	2 trolleys for every boarding bus bay shall be provided for carrying luggage. Concessionaire shall make arrangement for its maintenance and security.
13.	Information dissemination	(a) The Concession shall provide following information to passengers at the entry point and other at convenient places in the Bus Terminal: (i) Bus information,

SN	Passenger Amenities	Minimum Total Requirement
		(ii) Real time information of bus arrival, (iii) Bus Terminal map/information, navigation, (iv) Intermodal connectivity, (v) Other modes of transport such as Railways, Airport, (vi) you are here etc.. (b) The above information shall be disseminated in minimum 3 mediums
14.	Passenger Complaint	The Concessionaire shall maintain a passenger complaint office at convenient location or as mobile 'May I Help' executives to register and provide process redressal of passenger complaint as per the directions of the Authority.
15.	Feedback surveys	The Concessionaire shall undertake feedback surveys every quarter to an estimate of 2% of the daily passengers to the Bus Terminal and provide the results of the same to the Authority and display at prominent locations in the Bus Terminal. The survey format and the day of the survey shall be approved by Authority.
16.	Lost and found	The Concessionaire shall maintain a lost and found room having area as mentioned in 8.1, at a convenient location in the Bus Terminal.
17.	Bus Terminal branding	The Concessionaire shall undertake branding of the Bus Terminal as per the directions of the Authority. The following could, be part of the branding of the Bus Terminal: (a) Logo, (b) Colour scheme (c) Cultural/social/ History - photograph (d) Murals /painting (reproduced) / statue/fountain (e) Music
18.	Free Wifi and Mobile charging ports	The Concessionaire shall provide and maintain Free Wifi and mobile charging ports as per the directions of the Authority. Mobile charging ports shall be provided at convenient points in the concourse area, waiting rooms, seating area, food court etc.
19.	EV Charging system	The Concessionaire shall develop EV charging infrastructure for atleast 10% of the parking slots. The guidelines are provided in the latest Power Ministry, Govt. of India guidelines. In addition, minimum 75% charging points shall be for 4 wheeler and minimum 75% charging points shall be of fast charger type.

8.2.4. Passenger Amenities (on Commercial basis) within the Bus Terminal Facility

The Concessionaire shall be allowed to develop passenger amenities (on

commercial basis) as part of the Bus Terminal Facilities. The revenue from these passenger amenities shall form the revenue stream for the Concessionaire for a period co-terminus with the Concession Period for Bus Terminal Facilities.

These passenger amenities shall be a part of the Bus Terminal Facility and shall be in compliance with The Road Transport Corporation Act, 1950, Applicable Laws, Technical Requirements and good engineering practices.

8.2.5. Permitted Activities as a part of Passenger Amenities (on Commercial basis) within the Bus Terminal

The range of passenger amenities (on commercial basis) that can be developed by the Concessionaire shall include the following:

- (a) Snacks Stall
- (b) Tea / Coffee Stall
- (c) Fruit / Juice Stall
- (d) Fast Food Outlet
- (e) Ice cream Parlour
- (f) Bakery Shop
- (g) Restaurant/ Canteen
- (h) General Store
- (i) Departmental/ Super Store
- (j) Deluxe Waiting Halls
- (k) Dormitories
- (l) Cloak Room
- (m) Stationary/ Book Shop/ Newspaper Stand
- (n) Retail shops for consumer durables
- (o) Chemists Shop
- (p) Hair Dressing Saloon/ Beauty Parlour
- (q) Internet Café
- (r) Phone/ Fax Booths
- (s) Bank ATM's

Any activity not covered under the list shall require prior consent/ approval from the Authority. Any commercial establishment or vendor, selling objectionable items, as notified by Authority or Government of Haryana either presently or in the future should not be allotted any space or allowed to enter the premises of the Bus Terminal.

8.3. Authority Facilities

The total area shall be in terms of Clause 8.1 of this Schedule. The breakup of the sub-components is given in the table below:

Table 1.6: Minimum Authority Facilities

SN	Facility	Minimum Total Requirement
1	Dormitory for running crew and other Authority staff	For every 10 bus bays the following shall be provided: (a) Area as set out in the Clause 8.1 of this Schedule. (b) Provide 6 bunk beds with bed mattresses, bed sheets and pillows, 10 chairs and 3 tables
2	Authority Administration Office	The facility to be provided in a minimum area as mentioned in 8.1 above along with the adequate supporting utilities like toilets, furniture etc.
3	Parking Area	The parking area for the various Authority Facilities indicated above shall be provided free of cost, within the Bus Terminal premises. The minimum area shall as per the applicable byelaws and standards.
4	Bus Depot	The concessionaire shall undertake construction of Bus depot as per the terms specified in Schedule U.

Note: Each office/ cabin shall have suitable number of electric points, ceiling fans and tube lights apart from the listed requirements in the above table.

8.4. Common Area and Facilities

8.4.1. Water Supply Structures

The Concessionaire shall provide adequate number of Water Storage and Supply Structures in the form of Over Head Water Storage and Under Ground Water Storage Tanks. Water storage capacity of adequate capacity shall be designed and built as per relevant NBC standards. Apart from meeting the user requirements, water storage shall be maintained for meeting the contingency requirements in case of fire or similar incidents.

The Concessionaire shall also provide pump chamber along with the requisite mechanical, electrical equipment and other accessories installed in a proper enclosure as per relevant standards in a suitable area. The water supply distribution network shall be laid exclusively for the Bus Terminal Facilities.

Sanitation Structures

The Concessionaire shall provide adequate number of sanitation structures along with proper flushing and cleaning arrangement.

8.4.2. Rain Water Harvesting and Storage Structures

The Concessionaire shall mandatorily provide rain water harvesting and rain water storage system as per the Applicable Laws in the Bus Terminal. This shall consist of a properly designed network which shall be clean and maintained at all times.

8.4.3. Solid Waste Management System

The Concessionaire shall provide adequate facility for storage of solid waste at the

Bus Terminal. The facility shall be a proper enclosure and should not be aesthetically unpleasant. All the solid waste from the Bus Terminal shall be collected and stored in this facility, before being taken for disposal by relevant authorities.

8.4.4. Fire Fighting System

The technical specification, installation, testing and commissioning of Fire Detection, Alarm And Control System (FAS) shall conform to CPWD General Specifications for Electrical Works Part VI Fire Detection and Alarm System – 2018 and Selection, Installation and Maintenance of Automatic Fire Detection and Alarm System Code of Practice- IS 2189-2008; all amended up to last date.

The firefighting system comprising of wet riser and sprinklers system as per the local requirements and all its equipment shall conform to CPWD General Specifications for Electrical Works – Part –V- (Wet Riser and Sprinkler System), CPWD General Specifications for Electrical Works (Part I – Internal) 2013; CPWD General Specifications for Electrical Works (Part II – External) 1994; CPWD General Specifications for Electrical Works (Part-IV Sub-Station) 2013, referred relevant IS, National Building Code-2016 and guidelines of Local Fire Services.

8.4.5. Building Management System

Planning, designing, supply, installation, testing and commissioning of BMS required for monitoring and control of various services installed in the building such as Lighting Control and Management System (LCMS), Substation, Lifts, Firefighting, Fire Alarm & PA System, CCTV, water supply system, UPS system, Solar PV Power plant, Basement Ventilation and pressurization system, Fire curtains, Parking Management System etc. BMS shall have storage capacity and database for storing data up to last 5 years. BMS should have suitable detailed analysis and troubleshooting tools and software plug-ins so that effectiveness and proper operation of the systems can be analyzed at any point of time, and the BMS system should also provide with Net Zero Energy calculations and status. It should have feature to calculate the LPD, Lux levels etc. of the building.

8.4.6. Communication System

The Concessionaire shall provide a state-of-art communication system which shall primarily consist of telecommunication and networking equipments. These shall form the basic infrastructure for implementing the Management Information System in the Bus Terminal.

Government of Haryana may introduce Global Positioning System (GPS) for its fleet of buses. The Concessionaire shall coordinate with GoH/ Authority to provide real time information for arrival and departure of DST buses. The Passenger information system should provide real time information consistent with design guidelines. To accommodate potential technology requirements, the Concessionaire should provide

excess capacity in the conduit system. Audio system should also be used as a part of Public Address System. The series of speakers should be located throughout the passenger waiting area.

Different departments/maintenance staff of the Concessionaire should be accessible on call at all times. Preferably walky-talkies and wireless local loop phones shall be provided.

8.4.7. Landscaping Area

The Concessionaire shall plant and maintain the plants, hedges, trees, shrubs and lawns in good and healthy condition. This will include maintenance of the entire garden features of the garden area i.e. lawn, trees, shrubs, hedge, potted plants, flowers beds, creepers etc. and other garden feature including watering hoeing, making of plants basic manuring, trimming and cleaning of hedges/ plants, Beds, spraying of insecticides, fungicides, weeding, mowing, and top dressing of lawn with good earth and manure and hedge clipping and removal of the garden waste, composting of green waste from plants, trees, lawn mowing etc. as per direction and satisfaction of the Authority.

Adequate landscaping shall be done in the Project Site with no area/pocket in the Bus Terminal to be left barren. This area has to be suitably provided for improving the aesthetics of the Bus Terminal. The pockets shall be properly illuminated and railings of suitable type shall be provided to boundary the area. Landscaped area shall be provided as a buffer between the passenger concourse area and the commercial development component.

Total number of trees that are to be removed for development of this Bus Terminal may be replanted, as per Applicable Laws in the planned landscaped areas, where feasible.

Displayed of Indoor/ Outdoor decorative plants in good looking ornamental attractive planters in consultation with Authority.

8.4.8. Electricity Supply & Illumination Standards

An electric sub-station shall be separately provided in the Bus Terminal for electric supply to the Bus Terminal. Separate electric meters shall be installed for usage by Authority Facility. The capacity of the substation should be calculated after discussions with Authority (to allow charging of electric buses).

Apart from the electric supply, in case of emergencies, there shall be provision for standby diesel generator sets of suitable capacity which shall be provided in the Bus Terminal in a non-polluting manner for providing electricity to the Bus Terminal during power breakdowns and power cuts. The Bus Terminal shall be adequately lit as per the minimum approximate illumination standards prescribed. During night time

common areas and facilities should be sufficiently illuminated to ensure visibility and safety to users. High mast lighting shall be provided to lit up the Bus Terminal area.

Table 1.7: Minimum Illumination Standards

SN	Component	Minimum Illumination (Lux)
1	Passenger Circulation Area	150
2	Bus Platforms	100
3	Interactive Areas (task location)	200
4	Administrative Office	300
5	Corridors	150
6	Restaurant	300
7	Cloak Room	150
8	Toilets	100
9	Waiting Halls	150
10	Signs, maps, displays	200
11	Parking Area	
	a) Surface Parking	50
	b) Basement Parking	100
	c) Ramp	100
12	External Lighting	50

8.5. Advertisement within Bus Terminal

The advertisement space in the Bus Terminal Facility and Commercial Facility shall be allowed as per the relevant provisions of the Applicable Laws as well as they should abide by any of the court rulings. The advertisements should be aesthetically pleasant, should not be vulgar and should follow censorship laws and rules applicable. The advertisement could be displayed in the Bus Terminal in the forms of bill-boards, hoardings, display boards, neon sign boards or variable message sign boards. The advertisement should be functional clean at all times and shall not obstruct any vision or movement of traffic and passengers in the Bus Terminal.

The Concessionaire shall adhere to following guidelines:

- (a) Advertising shall not conflict by placement or treatment with, or take priority over, system signing and information.
- (b) Any advertising shall be carefully located so as not to obstruct, cause distraction or retard public movement.
- (c) Advertising shall be located so as not to conflict with legibility of emergency exits or equipment, particularly at platform level.
- (d) Advertising shall be placed so that it cannot be easily defaced or damaged.
- (e) Advertising shall be carefully controlled on all electronic message units that are used for system signing and information.

- (f) Advertising shall be used as design elements, avoiding haphazard displays.

The format and size of advertising shall be compatible with the volumes of the interior or exterior spaces in which they are located, and shall in all cases be compatible with the architectural expression of the Bus Terminal.

SCHEDULE E: Specifications and Standards

1. General

- 1.1. The Concessionaire shall comply with the Specifications and Standards set forth in this Schedule for construction of the Bus Terminal Project.
- 1.2. All the items of work shall be executed as per Central Public Works Department (CPWD) Specifications. Any item or part of the item not covered in CPWD Specifications shall be executed as per relevant IS Codes or Haryana PWD (B&R) Specifications or as per the directions of DST/ Authority. The design of facilities for the handicapped and the disabled people, like the toilets, bathrooms, ramps shall be designed as per the respective IS Codes and Accessibility Guidelines for Bus Terminals and Bus Stops released by MoRTH. Fly ash as per directives of the Central / State Government to be used, wherever applicable.
- 1.3. These codes and specifications shall deem to be bound in this document. The technical specifications for Civil, Mechanical and Electrical installations works are detailed in the subsequent sections.
- 1.4. When an Amended/ Modified/ Added clause supersedes a clause or part thereof in the said specifications, then any reference to the superseded clause shall be deemed to refer to the Amended/Modified clause or part thereof.
- 1.5. If any Amended/ Modified/ Added clause may come in conflict or be inconsistent with any of the provisions of the said specifications under reference, the Amended/ Modified/ Added clause shall always prevail. While carrying out any work the Concessionaire shall ensure that any requirements specific to the site and similar factors are kept in view.
- 1.6. All measurements shall be made in the metric system. The measurements and computations unless/otherwise indicated shall be carried nearest to the following limits.

Length and breadth	:	5 mm
Height, Depth or thickness	:	1 mm
Area	:	0.01 sq.m.
Cubic Contents	:	0.01 cu.m.

2. Design Standards

The Bus Terminal Project including Project Facilities shall conform to design requirements set out in the following documents/ codes:

- (i) The CPWD Specifications 2009 Vol. I to II hereinafter referred as CPWD Specifications
- (ii) Accessibility Guidelines for Bus Terminals and Bus Stops released by MoRTH

- (iii) IRC Manual for Rigid pavement
- (iv) Manual of Standards and Specifications for Two Laning of Highways (IRC:SP:73 – 2007) published by the Indian Roads Congress and MORTH Specifications for Road and Bridge Works shall be used.
- (v) Code for Practice of Road Signs IRC 67:2001.
- (vi) Standard prevailing designs if not covered above or as approved by DST.

Annexure -I

General Guidelines for Design - Civil Works

1 General

- 1.1 The work in general shall be carried out in accordance with the CPWD Specifications 2009 Vol. I to II hereinafter referred as CPWD Specifications.
- 1.2 For internal roads, Manual of Standards and Specifications for Two Laning of Highways (IRC : SP : 73 – 2007) published by the Indian Roads Congress and MORTH Specifications for Road and Bridge Works shall be used.
- 1.3 The other codes and standards applicable for the Project are as follows:
- (i) The Haryana Building Codes (HBC), 2017 including all the amendments thereafter
 - (ii) Indian Road Congress (IRC) Codes and Standards
 - (iii) CPWD Specifications 2019 Vol. I to II
 - (iv) Accessibility Guidelines for Bus Terminals and Bus Stops released by MoRTH
 - (v) CPWD General Specifications for Electrical Works Part I Internal - 2013.
 - (vi) CPWD General Specifications for Electrical Works Part IV Sub Station – 2013.
 - (vii) CPWD General Specifications for Electrical Works Part VI Fire Detection and Alarm System – 2018.
 - (viii) CPWD General Specifications for Electrical Works Part VII D.G. Sets - 2013.
 - (ix) CPWD General Specifications for Electrical Works Part VIII Gas Based Fire Extinguishing System - 2013
 - (x) Bureau of Indian Standards (BIS)
 - (xi) National Building Codes 2016 and revisions. (NBC);
 - (xii) Local fire regulations
 - (xiii) MNRE guidelines for rooftop solar power plant
 - (xiv) Energy Conservation Building Code 2017 and
 - (xv) Approved zoning plan of the site.
- 1.4 Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the DST.
- 1.5 The Concessionaire shall use indigenous products, wherever feasible and shall provide a list of imported products to the Authority with sufficient details.
- 1.6 Approvals/ NOCs / clearances from local bodies and other statutory authorities shall be responsibility of Concessionaire for design, execution and operation of the project or part thereof. All statutory fees/ charges required for obtaining approvals/ NOCs /

clearances shall be paid by the Concessionaire.

1.7 All equipment shall be delivered with

- (i) Manufacturer's test certificate,
- (ii) Manufacturer's technical catalogues, and installation / instruction (O&M) manuals.

2 Sound Engineering Practice as per Directions of the Authority

- 2.1 Before commencement of any item of work, the Concessionaire shall correlate all the relevant architectural and structural drawings, and specifications etc. and satisfy himself that the information available is complete and unambiguous. The Concessionaire alone shall be responsible for any loss or damage occurring by the commencement of work based on any erroneous and or incomplete information and no claim whatsoever shall be entertained on this account.
- 2.2 The Concessionaire shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of the work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings. On completion of work, the Concessionaire shall submit six prints of — as built drawings to the Authority (Hard & soft copy both).
- 2.3 The Concessionaire should engage approved, licensed plumbers for the work and get the materials (fixtures/fittings) tested as per Applicable Laws at its own cost.
- 2.4 The Concessionaire shall give performance test of the entire installation(s) as per the specifications in the presence of the Authority or his authorized representative before the work is finally accepted and nothing extra what-so-ever shall be payable to the Concessionaire for the test.
- 2.5 The Concessionaire shall conduct his work, so as to minimize the interference with or hinder the progress or completion of the work being performed by the Authority or its representatives.
- 2.6 Sample of building materials, fittings and other articles required for execution of work shall be got approved from the Authority before use in the work. The quality of samples brought by the Concessionaire shall be judged by standards laid down in the relevant CPWD/ BIS specifications. All materials and articles brought by the Concessionaire to the site for use shall conform to the samples approved by the Authority which shall be preserved till the completion of the work.
- 2.7 BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the besides testing of other materials as per the specifications described for the item/material.

- 2.8 The Concessionaire shall procure the required materials in advance so that there is sufficient time to testing of the materials and clearance of the same before use in the work. The Concessionaire shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of work.
- 2.9 Regarding testing of civil & electrical materials, the testing of materials shall be conducted in Govt. Laboratory/ Govt. colleges/ IITs/NITs or from the laboratory approved by Authority. The charges of testing of materials in approved laboratory shall be borne by the Concessionaire.

3 Approved Make for Civil Works:

- 3.1 Specification / brands names of materials to be used as per the scope of work are listed here. The Concessionaire should also consider the availability of spares parts/components for maintenance purposes while proposing any brand/manufacturer. The materials of any other brand/manufacturer may be proposed for use by the Concessionaire in case the brands specified below are not available in the market and/or Concessionaire intends to use some other brand better than the brands mentioned in this list. The alternate brand can be used only after the approval of Authority. The list of approved make for Civil Works is given below:

Structural and Civil

SN	Material	Preferred Makes/ Brands/ Manufacturer
1	Ordinary Portland Cement/ Portland Pozzolana Cement	ACC/ULTRATECH/ AMBUJA/NUVOCO / JKCEMENT
2	White Cement	BIRLACEMENT/J. KWHITE TRAVANCORE
3	Reinforcement Steel	SAIL/ TATA STEEL LTD./ RINL/JINDAL STEEL & POWER LTD / JSW / or as approved by the Authority from time to time as primary producer
4	Parallel Threaded Couplers	DEXTRA / G-TECH
5	Re-barring Chemical	HILTI / 3M INDIA
6	Structural Steel	TATA/ JSW STEEL LTD/ SAIL/ JINDAL STEEL & POWER LTD./ RINL
7	Plasticizer, Super Plasticizer Admixtures, Other construction chemicals	M.C. BAUCHEMIE / FOSROC /SIKA BASF
8	AAC Block	AEROCON/BILTECH/JKLaxmi/ MAGICRETE
9	AAC Block Adhesive	ULTRATECH / FERROUS CRETE / BAL ENDURA / AEROCON / J K Laxmi
10	Polymer modified grout cementitious	BAL ENDURA/ WEBBER/ MYK LATICRETE
11	List of RMC producers	ULTRATECH/ NUVOCO / ACC / READY MIX INDIA PVT. LTD OR as Approved by the

SN	Material	Preferred Makes/ Brands/ Manufacturer
		Authority from time to time
12	Curing Compound	FOSROC / SIKA / PIDILITE / STP / CICO / BASF
13	Expansion Joint- modular	HERCULES / Z-Tech / SANFIELD
WATERPOOFING		
1	Waterproofing Self Adhesive (HDPE)Membrane	GRACE / FOSROC / MYK SCHOMBURG
2	Single Component Liquid PU Elastomeric Membrane (spray applied) for Deck Waterproofing	BASF/SIKA/FOSROC/MYK SCHOMBURG/GRACE
3	Waterproofing Compound (Crystalline) and Swellable Bar	XYPEX / KRYTON / PENETRON / BASF / SIKA / FOSROC / MYK SCHOMBURG / GRACE
4	Polymeric Cementitious Coating	BASF / FOSROC / GRACE / STP / PIDILITE
5	Elastomeric Acrylic UV resistant liquid applied coating	BASF/ FOSROC / SIKA / GRACE
DOOR, WINDOWS & WOODWORK		
1	Laminated Particle Board / Particle board / Laminates / Plywood	MERINO / GREENLAM / CENTURY / DECOLAM/ NOVAPAN / ARCHIDPLY / KITLAM
2	Veneered Particle Board	MERINO/DURO/GREENLAM/KITPLY
3	SS Mesh	GKD / WMW
4	Flush door shutters	GREENPLY/ ARCHIDPLY / DURO / MERINO / KUTTY / JAYNA / CENTURY / KITPLY
5	Glass wool Insulation	UP TWIGA / POLY GLASS / LLOYDS/ OWENSCORNING
6	Rock Wool Insulation	LLOYDS / ROXUL ROCKWOOL
7	Polycarbonate Sheet	GE LEXAN / DANPALON/ GALLINA
8	Decking Steel sheet	TATA STEEL / LLOYDS / JSW
9	Natural wood veneer	SONEAR / GREEN PLY / TRUWOOD / ARCHID
10	Anti-static high-pressure laminate	FORMICA/BAKELITEHYLAM/DECOLAM MERINO /KITMICA
11	Fire Sealant	HILTI / 3M INDIA / FISCHER
12	Extruded Polystyrene Board	STP / SUPREME / OWNESCORNING, SHALIMAR
13	Wooden / Metal / Glaze-fire rated Door Shutters & Acoustic	NAVAIR / KUTTY / GODREJ/ SUKRI / SHAKTIMET
14	UPVC Doors & Windows	ALUPLAST/ENCRAFT/REHAU/FENESTA / LG-HAUSYS
15	Fire rated glass (2 hours fire rating)	GLAVERBEL/SAINTGOBAIN/ PILKINGTON/PYROGUARD/SCHOTT
FINISHING		
1	Melamine Polish	ASIAN PAINTS/ PIDILITE INDUSTRIES/ DULUX/ BERGER/
2	Polyester Powder Coating Shades	NEROLAC / BERGER / AKZONOBEL
3	Wall Putty	BIRLA WHITE / JK WHITE / FERROUSCRETE / BERGER / SAINT GOBAIN
4	Oil Bound Washable Distemper	ASIAN PAINTS / BERGER / NEROLAC / ICI / AKZONOBEL DULUX

SN	Material	Preferred Makes/ Brands/ Manufacturer
5	Acrylic Distemper	BERGER / ASIAN / DULUX / NEROLAC
6	Cement Primer	BP WHITE (BERGER) / DECOPRIME WT (ASIAN) / NEROLAC / AKZONOBEL (DULUX)
7	Steel / Wood Primer	AKZONOBEL (DULUX) / NEROLAC / BERGER / ASIAN PAINT / JENSON & NICHOLSON
8	Adhesives	ANCHOR/DUNLOP/PIDILITE- FEVICOL
9	Premium Acrylic Emulsion paints	DULUX AKZONOBEL / NEROLAC / ASIAN PAINTS / BERGER
10	Textured Exterior Finish	ASIAN (ULTIMA) / BERGER (WEATHER COAT ALL GUARD) / DULUX AKZONOBEL (ULTRA CLEAN) / NEROLAC (EXCEL TOTAL)
11	Synthetic Enamel Paint	ASIAN/BERGER/NEROLAC/AKZONOBEL(DULUX)
12	Epoxy Paint	AKZONOBEL (DULUX) / NEROLAC / ASIAN PAINTS / FOSROC / BERGER
13	Fire Paint	ASIANPAINT/BERGERPAINTS/ SHALIMAR / JOTUN / AKZONOBEL
14	Gypsum Plaster	FERROUSCRETE/ ULTRATECH / INDIA GYPSUM / ELITE (90) OF GYPROC
15	Cement based Ready Mix Plaster	FERROUSCRETE / ULTRATECH / SAINT GOBAIN
16	Pre-Cast GRC Jali	UNISTONE / KERAKROME GRC
17	Polysulphide sealant	FOSROC / SIKA / TUFFSEAL / PIDILITE / WACKER/ DOW CORNING / GE/ STP
18	Silicone / Weather Sealant	WACKER / DOW CORNING / GE
STEEL & ALUMINIUM WORKS		
1	Stainless Steel	SALEM STEEL / JINDAL ALLOYS / SAIL
2	Welding Electrodes	ADVANI-OERLIKON / MODI
3	Dash / Anchoring Fasteners	HILTI / FISHER / BOSCH / AXEL
4	Anodised Aluminium Hardware (Heavy Duty)	HARDIMA/ALUALPHA/PULSE OF LGF SYSMAC / HINDALCO /EVERITE
5	Aluminium Structural Members – Windows, Glazing and Partitions	JINDAL/HINDALCO/NALCO/INDALCO
6	Stainless Steel Railing, Accessories etc (Grade SS 316)	OZONE / GEZE / KICH / DORMA / JINDAL STAINLESS STEEL
7	G. I Steel door frame	SYNERGYTHRISLINGTON/SHAKTIMET /NAVAIR
CEILINGS		
1	False ceiling Grid system	GYPROC/GRIDLINE/RK/GRIDSYSYSTEM
2	False Ceiling – Gypsum	SAINT GOBAIN GYPROC / AMF / BORAL / LAFARGE / INDIA GYPSUM / HUNTER DOUGLAS
3	Metallic False Ceiling	ARMSTRONG / DURLUM / HUNTER DOUGLAS / SAINT GOBAIN
4	Acoustical Tile False ceiling	ARMSTRONG/SAINTGOBAIN/ ECOPHON/ DEXUNE/ANUTONE
5	Calcium silicate ceiling tiles/ Board	GYPROC / AEROLITE / BORAL / HILUX / ARMSTRONG(MYLAR) / EVEREST/ NCL

SN	Material	Preferred Makes/ Brands/ Manufacturer
6	Aluminium Composite Panel	ALUCOBOND / ALPOLIC / ALUDECOR / REYNOBOND
7	Acrylic Solid Surfaces	HANEX / L.G-HIMAC / DUPONT
FLOORINGS/ WALL TILES		
1	Glass Mosaic Tiles	BISAZZA, MRIDUL, OPIO, PALLADIO, ITALIA GLASS
2	Floor & Wall Tiles: Ceramic / Vitrified tiles / Antiskid / Matt / Glazed	KAJARIA / H&R JOHNSON / SOMANY/ ASIAN(AGL) / ORIENTBELL / VARMORA
3	PVC Flooring	ARMSTRONG / TARKETT / LG HAUSYS
4	Laminated flooring	ACTION / TESA / PERGO
5	Engineered stone - Marble / Quartz	ASIAN/JOHNSON/KALINGA/QUTONE
6	Chequered Tiles, Paver Block & Kerb Stone (of Non-Recycled C&D Waste)	OVILITE / UNISTONE / HINDUSTAN / KK / ULTRA / DALAL TILES/ NITCO
7	Tile / Stone Adhesive / Tile Grout	PIDILITE/FERROUSCRETE/BALLENDURA / MYKLATICRETE
8	Floor hardener	PIDITOP 333 BY PIDILITE / FOSROC / SIKA / IRONITE / FERROK / HARDONITE
9	Epoxy Flooring	FOSROC / SIKA / CICO / LATICRETE / BASF
10	Heat Resistant Tiles	THERMATEK/ NATIONAL/ THERMAX
11	Floor Trap	JAYNA / CHILLI / NIRALI
GLAZINGS		
1	Glazing Structural / Suspended / Skylight/ clear/ float/ frosted/ mirror	SAINTGOBAIN/PILKINGTON/ GLAVERBELL
2	Clear / Float / Frosted Glass /Mirror	AIS / GLAVERBELL / MODIGUARD / PILKINGTON / SAINT GOBAIN/ ATUL
3	Glass Spider Fittings	DORMA / HAFELE / OZONE
4	Toughened Glass / Hermetically sealed performance glass	SAINT GOBAIN / GUARDIAN GLASS / PILKINGTON / MODIGUARD
HARDWARE		
1	Nuts / Bolts & Screws	GKW / HILTI / ATUL
2	Clamp system for dry stone cladding	HILTI / FISCHER / BOSCH / AXEL
3	Hinges & Brassware	EARL BIHARI / KICH / INDO-BRASS / ASSA-ABLOY/ HAFELE/ GEZE/DORMA
4	MDF Board	NUWOOD/ DURATUFF
5	Vitreous Chinaware	HINDWARE/JOHNSON/CERA/ PARRYWARE
6	All type of hardware and fitting for all type of glazing / doors/ windows etc. including mortise latch & lock, tower bolt, ball bearing butt hinges, friction stay hinges, sliding door bolts, lever handle, magic eye door closer etc.	DORMA / KICH / HAFELE / GEZE / GODREJ / ASSA-ABLOY / HARDWYN / IPSA / DORSET / INGERSOLL RAND / OZONE / HETTICH / EVERITE / LGF SYSMAC

SN	Material	Preferred Makes/ Brands/ Manufacturer
7	Toilet Cubicles	MERINO / GREENLAM / DORMA
8	Hardware for Fire Check Door/ panic bar/ panic trim/ door closer/ hinges/ mortise lock	INGERSOLL RAND / DORMA / GEZE / HAFELE / ASSA-ABLOY / KICH
9	EPDM Gasket	HANU / ANAND / OSAKA
Plumbing & Sanitary		
1	GI Pipes	JINDAL(HISAR)/TATA/SURYA PRAKASH
2	GI Fittings	UNIK / ZOLOTO / SURYA
3	SS Pipes & fittings	JINDAL / VIEGA / J-PRESS
4	HDPE Pipes	RELIANCE / JAIN IRRIGATION / KISAN/ ORIPLAST / SUPREME
5	DI Pipes	ELECTROSTEEL (VEDANTA) / JINDAL / TATA DUCTURA
6	DI Fittings	ELECTROSTEEL(VEDANTA)/KALINGA / TATADUCTURA
7	CI Double flanged sluice valve	KIRLOSKAR / SONDHI / KEJRIWAL
8	Float Valve	LEADER / ZOLOTO / KSB
9	Centrifugally Cast (Spun) Iron Pipes & Fittings	JAYSWAL NECO / RIF / SKF
10	Centrifugally Cast (Spun) Iron (Class LA) Pipes	JAYSWAL NECO / ELECTRO STEEL / TATA
11	CI Manhole covers, Frames & GI Gratings	JAYASAWAL NECO / RIF / SKF
12	SFRC Manhole Covers & Gratings	KK / OCR / PARGATI / T-CON
13	Stoneware Pipes and Gully Traps	PERFECT / PARRY / BURN / ANAND / RK / HIND
14	RCC Manhole covers & Frames	KK MANHOLE / GRATING CO. (P) LTD
15	Gun Metal Valves, Globes	ZOLOTO / CASTLE / KARTAR
16	Sanitary CP Fittings & Accessories	ORIENTALSERIES II of MARCorequivalent series of: JAQUAR / PARRYWARE / GROHE / KOHLER / CERA / JOHNSON
17	Water Meter	PRIMA / ZOLOTO / LEADER / CAPSTAN
18	Brass Stop & Bib Cock	ZOLOTO / SANT / L&K / LEADER / ASTRAL
19	UPVC/ CPVC Pipe & Fittings	AKG / ASTRAL/ SUPREME / FINOLEX /
20	Non-Return Valve (Check valve) and other kind of Valves	ZOLOTO / SANT / LEADER
21	Brass Ferrules	DHAWAN SANITARY UDYOG / KALSI / ANNAPURNA
22	Insulation for hot water pipes	KAIFLEX / ARMAFLEX / CAREFLEX / LLOYD
23	Insulation for external / exposed hot water pipes	KAIFLEX / ARMAFLEX / CAREFLEX
24	Pipe protection for external water supply pipes	PYPKOTE/ARMAFLEX/MAKPOLYKOTE
25	Stainless Steel Sink	NEELKANTH / NIRALI / CERA / JAYNA
26	RCC Pipes	LAKSHMI / SOOD & SOOD / JAIN & CO./ PRAGATI CONCRETE

SN	Material	Preferred Makes/ Brands/ Manufacturer
27	Dash/ Stud/ Anchor Fasteners	HILTI / CANON / BOSCH / FISCHER
Electrical works		
1	FRLS PVC insulated copper wire / Telephone cable / copper conductor control cable	L&T / Havells / Polycab/ Finolex /RR
2	HT/LT XLPE aluminum cable	Havells/ Polycab/ KEI/ RR
3	Co-axial TV cable	L&T/ Havells / Polycab/ Finolex
4	Steel Conduit	RM CON/ AGK / BEC ISI Marked
5	Conduit fittings	ISI marked
6	PVC Conduit	AGK / Polycab / Prince / Norpak (ISIMarked)
7	L. T. Panel / Meter Board	AdlecMundka/ Control and Switchgears Pvt. Ltd/ Tricolite / SPC Electrotech Ltd/ Ambit Switchgear Pvt Ltd/ Neptune India/Milestone
8	MCB/MCB DB and sheet steel Metalenclosed industrial socket, plug top and Isolators	Legrand/ Siemens/ L&T/ ABB / Schneider
9	Modular type switch/Socket, Telephonesocket, cable TV Antena socket, Electronic fan regulator and GIBoxes	Legrand (Myrius/ Havells (Piccadilly)/ Honeywell (citric) / North West(nova)
10	LED fitting	Philips/ Crompton/ Wipro/ GE/ Zumpobel /Trilux
11	Tube / Vane Axial Flow Fan	Kruger/ Nicotra/ Greenheck/ Airflow/Humidin/ Flaktwood
12	Ceiling Fan / Exhaust fan (BEE- 5 Star)	Crompton Greaves/ Usha/ GEC/ Orient
13	Octagonal steel pole	Bajaj/ Valmont/ Utkarsh
14	Conical / Decorative Poles / Bollards	Bajaj/ Philips / Wipro /Valmont/ Utkarsh
15	Air Circuit Breaker	L&T-U Power/ Siemens-3WL/ ABB-Emax/Schneider-Master pact-NW
16	MCCB	L&T- Dsine/ Schneider- Compact NSX/ABB- Tmax/ Legrand- DPX3/ Siemens
17	Digital Voltmeter/ Ammeter/ Multi-function meter	Schenider- konzerv/ Ducati/ Secure/AE
18	Capacitor	Epcos / L&T/ Schneider/ Siemens /Crompton Greaves.
19	APFC Relay	Epcos/ L&T/ Siemens/ Schneider/ Enercon
20	Power Contactor – AC 3 rating / capacitor duty contactor/ starter / Thyrister module /Harmonic reactors.	Siemens/ L&T/ ABB/ Schneider
21	11 KV HT(VCB) panel OEM	Siemens/ Schneider/ ABB/ CromptonGreaves
22	Distribution Transformer (dry type castresin type)	Crompton Greaves/ ABB/ Schneider/Siemens/ Bharat-Bijlee
23	Distribution transformer (oil type) is-1180, part2	Crompton Greaves/ ABB/ Schneider/Siemens/ Bharat-Bijlee
24	Package Type Substation	ABB/ Schneider/ Crompton Greaves
25	Solar street light fitting	Philips/ Bajaj/ Wipro/ Crompton Greaves

SN	Material	Preferred Makes/ Brands/ Manufacturer
26	Rising mains / bus duct	Legrand/ Schneider/ C&S/ GE
27	Fire Extinguishers	Safex/ Minimex / Superex / Ceasfire
28	Diesel operated Power Generating Engine	Cummins India/ Caterpillar- Perkins
29	AMF Panel	OEM/ OEA of DG Set
30	Alternator	Stamford/ Leroy Somer/ Caterpillar
31	HDPE / DWC pipe	AKG/ Duraline / Rex
32	GI / M. S. Pipe	Jindal (Hissar) / TATA / BST
33	Standard M.S. Fittings & GI fittings	Jainsons Industries / INDUS
34	Ball Valve / Sluice Valve / Check Valve /Pot /Y Strainer / Butterfly Valve	Audco / Kirloskar/ Zoloto/ Advance
35	Pressure Switch	System Sensor / Indfoss / Denfoss
36	LIFTS	M/sOTIS M/sKone M/s Mitsubishi M/s Schindler M/s Johnson Lifts Pvt. Ltd. Chennai The Concessionaire has to give at least three options out of the make mentioned above for lift and the department will be free to select any one of them.
37	BMS Operator Work Station	HP/ Dell / Lenovo /Acer
38	BMS Controller and Power Supply /Software	Siemens / Honeywell EBI / Sauter / TAC(Schneider) / ALC
39	BMS Controller Housing	Enclotek / Rittal
40	Temperature Sensor & Humidity Sensor /Enthalpy Sensor / Lux Sensor / COSensor	Siemens / Invensys / Honeywell / Sontay /Greystone / Sauter / Kele / TAC
41	Pressure Transmitters / Air Velocity Meter	Siemens/ Invensys/ Kele/ Honeywell /Sontay/ Greystone/ Sauter/ TAC
42	Flow Meter	Forbes Marshal/ Kele/ Sontay/ Greystone/Siemens/ TAC/ Honeywell/ Schenitech
43	Differential Pressure Switch	Siemens / Invensys / Honeywell / Sontay /Greystone / Kele / Sauter
44	Ph Sensor / Conductivity / TDS	Forbes Marshal / Endres Hauser / Kele /Sontay / Greystone
45	Flow Switch / Level Switch / LevelIndicator	Siemens / Elektronik / Invensys / Honeywell/ Sontay / Greystone / TAC
46	Current Transducer / Voltage Transducer /Power Factor Transducer / Frequency Transducer	ABB / Southem Transducer / Veris / SETO / Sontay / Greystone
47	Personal Computer	Dell / IBM / HP / Compaq
48	Laser jet Printer	HP / Canon
49	Fire / Sprinkler Main Pump / Jockey Pump	Mather & Platt India Limited / Grundfos /Kirloskar / KSB
50	Diesel Engine	Cummins / Kirloskar / Catepillar
51	Motor	ABB/ Siemens/ Kirloskar / CromptonGreaves

SN	Material	Preferred Makes/ Brands/ Manufacturer
52	Anti-Vibration Mounting	Kanwal Industrial Corporation/ Resistoflex /Ewren
53	Starter	L&T/ Siemens / Crompton/ GE / ABB /BCH
54	Current Transformer (Cast Resin)	AE/ L&T/ Kappa
55	Anti-Vibration Pad	Cori/ Dunlop / Diamond Pipe Support/ EasyflexFlexionics / Resistoflex / Emerald
56	Factory fabricated duct	Waves/ Zeco /Ductofab/ GP Spira
57	Perforated with powder coating M.S. /Hot dipped G.I. cable trays	Vinous/ Indiana/ steelway / Slotco / Pilco
58	Addressable Multicriteria Smoke Detectors With base / Addressable Duct Type Smoke Detectors With base/ Fault Isolator with base/ Addressable Heat Detectors with base/ Addressable Manual Call points / Addressable Control Module/ Addressable Monitor Module / Sounder/ Hooter cum Strobe/ Fire Alarm Control Panel/ PA System Panel/ Telephone Jack / Hand Set/ Software/ Speaker	Notifier / Siemens / Bosch / Edward.
59	Conventional Fire Detection and Alarm System Detector Panels Manual Call Points Hooters	Daksh/Agni/ System Sensor/ Ravel
60	Fire Survival Cable	Fusion Polymer/ Havells/ Bonton/ Rallison/Batra Henlay
61	Thermo plastic (Textile reinforced) Hose Reel ISI Mark	Mitra/ Kesra / Padmini
62	Stainless Steel Brach Pipe	Safex/ Padmini / GETech / New Age
63	Fireman Axe/ Installation Control Valve	Safex/ Padmini / GeTech
64	2-way/4-way FBC	Safex/ NewAge (Mumbai) / GeTech
65	Sprinkler Heads	Tyco/ HD/ omax UL listed
66	Pipe Protection Pypcoat (AW4) Wrapping	IWL/Taxa/ Mac- poly coat
67	Rubber Bellow	Kanwal Industrial Corporation / Resistoflex/ AIP Valves
68	Window Sprinkler	Tyco / HD
69	Deluge Valve	Safex/ Tyco / HD
70	Air release valve	Superex/ GeTech / NewAge / Safex
71	Welding Rods	Ador/ Esab / Essar/ Advani
72	Fastner	Hilti/ Fisher
73	Hose Box(External) (GI Powder Coated)	SPC Electrotech Ltd/ AdlecMundka/Ambit Switchgear Pvt Ltd/ Milestone/ Tricolite
74	Flexible Drop (UL Approved)	Safex / HD / Kofulso (Easy flex)
75	Galvanized Sheet Steel	Tata/ Jindal/ Sail
76	IP Based CCTV system CCTV CamerasBullet, Dome, PTZ Camera Network Video Recorder	Impulse / Mobotix / Avigilon

SN	Material	Preferred Makes/ Brands/ Manufacturer
77	LED TV	Sony/ Panasonic/ Samsung
78	Data Networking System Information Outlet (I/O) Patch Panel, Patch Cords SFP	Rit/Siemon/Panduit
79	Cat-6 /6A Cable	Rit/Siemon/Der Weiser
80	Managed Switch for Data Network, CCTV system	Impulse / Extreme /Arista
81	Data Racks	Der Weiser/Rittal/APC
82	EPABX and IP Phones	Polycom/ Tadiran/ Cisco
83	Telephone Handsets	Beetel/ Binatone/ Panasonic
84	MDF and Telephone Tag Blocks	Krone
85	Boom Barriers	Kaba/ Magnetic/ SEAA/ Makim/ FAAC
86	Solar PV Modules	Vikram/ Tata Solar/ Waaree/ Enkay Solar
87	Inverter (for solar power system)	Kaco/ Delta/ Schneider / SMA
88	Cables for solar power (XLPO/XLPE)	Lapp/ Havells/ Universal/ Polycab
89	String Combiner Box	Hensel/ Schneider
90	0.2 Class ABT Compliant Net Meter	Secure/ L&T/ Schneider
91	Weather Monitoring Station	SMA/ ABB
SOLAR EQUIPMENT		
1	SPV Modules	Schneider/ Moser Baer/ Tata/ BPSolar CEL/ BEL/ Reliance/ GE Solar/ Sanyo PCI/ PANASONIC
2	Power Control Unit(PCU)String PCU	EMERSON/ MITSUBISHI/ SCHNEIDER/ DELTA
MEDIUM VOLTAGE EQUIPMENT		
1	Power Distribution Panel	As mentioned in the sub-station sub head
2	Moulded Case Circuit Breaker (MCCB) 3&4 Pole With rotary operating mechanism	Schneider Electric (Compact NX) ABB (T-Max)/ Larsen & Toubro (D-Sine) Siemens (Sentron-VL)/ GE Power Controls (Record Plus)
3	Miniature Circuit Breaker (MCB)	Schneider Electric (MG)-Multi-9 ABB GE Power Controls/ Hager (L& T) Legrand Siemen
4	Residual Circuit Breaker (RCCB/ RCBO's)	Schneider Electric (MG)-Multi-9 ABB/ GE Power Controls Hager (L& T) Legrand/ Seimens
5	Lamps LED type,Push Button	Vaishno Electricals/ Larsen & Toubro (Esbee)/ Siemens/ Schneider Electri(MG)
6	Power/ Aux. Concessionaire 3 /4 Pole	Schneider Electric(Telemechanique)/ ABB/ GE Power Controls/ Larsen & Toubro/ Siemens
7	Lamps LED type,Push Button	Schneider Electric(MG)/ Vaishno Electricals/ Larsen & Toubro (ESBEE)/ Siemens
8	Electronic Digital Meters (A/V/PF/HZ/KW/KWII) Conzerv (Networkable) L &T	Schneider Electric Secure
9	XLPE insulated PVC sheathed copper conductor Armoured power cable of 1.1KVgrade Polycab	KEI/ HAVELLS/ GRANDLEY
10	LT Jointing Kit/Termination	Raychem MSeal
11	Cable Glands Double Compression with Earthing Links	Comet, Cosmos

SN	Material	Preferred Makes/ Brands/ Manufacturer
12	Bimetallic/ Copper/ Aluminium Cable Lug	Comet/ Dowell's (Biller India Pvt. Ltd.)/ Hax Brass (Copper Alloy India Ltd.)
13	PVC insulated copper conductor stranded flexible Finoles FRLS wire (Pretwisted) KEI	Polycab
14	Polycarbonate Junction Boxes	Hensel/ Clipsal/ Sintex
15	Selector Switch, Toggle Switch	Salzer (L & T)/ Siemens/ Kaycee
16	Timer	Siemens/ L & T/ Schneider Electric-TE
17	Material for Structure	TATA/JINDAL/SAIL
MISCELLANEOUS		
1	Irrigation Equipment	JAIN IRRIGATION, KISAN, FINOLEX, PLASSON
2	PVC water tank	SINTEX / POLYCON

- 3.2 Only material bearing ISI/BIS certifications ECBC/BEE mark shall be used in the work. Where articles of different designs/ makes bearing ISI/BIS certifications are available.
- 3.3 Where material bearing ISI/BIS certifications marks are not available, material conforming to relevant BIS/ISI shall be used with prior approval of Authority. The decision of Authority about the design/ make to be used in the work shall be final & binding on the Concessionaire.
- 3.4 If the specifications of any item are not available, then the decision of the Authority regarding quality shall be final & binding on the Concessionaire.

Annexure - II

Particular Specification and Condition for E&M Works

1. Scope

The equipment and work shall be confirm to

- (i) CPWD General Specifications for Heating, Ventilation & Air Conditioning Works 2017;
- (ii) CPWD General Specifications for Electrical Works (Part I – Internal) 2013;
- (iii) CPWD General Specifications for Electrical Works (Part II – External) 1994;
- (iv) CPWD General Specifications for Electrical Works (Part-IV Sub-Station) 2013;
- (v) CPWD General Specifications for Electrical Works (Part-III-LITS & Escalators) - 2003;
- (vi) CPWD General Specification for Electrical Works- Part – V (Wet Riser and Sprinkler System) 2006;
- (vii) CPWD General Specifications for Electrical Works Part VI Fire Detection and Alarm System – 2018;
- (viii) Selection, Installation and Maintenance of Automatic Fire Detection and Alarm System Code of Practice- IS 2189-2008;
- (ix) All amended up to last date of submission of tender, relevant IE rules, relevant IS and as per directions of Authority.
- (x) All the materials used in the work as far as applicable shall comply with the relevant Indian Standard Specifications with all upto date amendments.
- (xi) The Concessionaire shall produce test certificates for their conforming to relevant I.S. specifications.
- (xii) The materials having I.S.I. mark shall have precedence over the ones conforming to I.S. specifications.

2. Climatic Conditions

The equipment supplied shall be suitable for satisfactory performance on its rated

capacity at all weather conditions i.e. summer, monsoon and winter of Bus Terminal site.

3. Sub Work - Internal & External Electrical Installation of E&M Works

The work shall be carried out in accordance with tender specifications and the following specifications / rules:

- (i) CPWD General Specifications for Electrical work Part I Internal - 2013, as amended up to date.
- (ii) CPWD General Specifications for Electrical work Part II External - 1994, as amended up to date.
- (iii) The Indian Electricity Act, 2003.
- (iv) National Electrical Code.
- (v) Indian Electricity Rules 1956 amended up to date.

3.1 General

The specifications given below pertain to the internal and external electrical installation work to be carried out in the proposed Bus Terminal.

3.2 Wiring

- (i) The wires used for the point wiring and power wiring shall be of 650 / 1100 Volts grade FRLS PVC insulated multi stranded copper conductor single core confirming to IS:694:1990.
- (ii) All mounting boxes for plate type accessories shall be of metallic construction and of the same make as that of the plate type switches and accessories.
- (iii) The connections, inter-connections, earthing and inter earthing shall be done by the Concessionaire wherever required for energizing of the installation and nothing extra shall be paid on this account.
- (iv) Conduit shall be in accordance with The National Electrical Code (NEC), local and state requirements. Cable must be separated from any open conductors of power, or Class 1 circuits, and shall not be placed in any conduit, junction box or raceway containing these conductors, per NEC Article 760-29.
- (v) The rupturing capacity of the MCB"s shall be 10 KA. The MCB"s shall be ISI marked.

- (vi) The make of MCB, RCCB etc. shall be the same as that of MCB DB.
- (vii) Three phase MCB DBs shall be provided with three independent neutral bars for per phase isolation in addition to main neutral link if provided in schedule of quantity.
- (viii) Number of inspection boxes for conduit should be barest minimum, rather these should be avoided.
- (ix) Cutting of brick walls shall be with chase cutting machine only. All repairs and patch works shall be neatly carried out to match the original finish and to the entire satisfaction of the Engineer in Charge.
- (x) All the sub main and circuit wiring includes loose wire for connections inside switch boxes and MCB DB s. No payment for these loose wires shall be made.
- (xi) The connection between incoming switch / isolator and bus bar shall be made with suitable size of thimble and cable at no extra cost.
- (xii) Copper conductor of insulated cables of size 1.5 Sq.mm and above shall be stranded and terminals provided with crimped lugs.
- (xiii) All hardware items such as screws, thimbles, GI wire etc. which are essentially required for completing an item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned.
- (xiv) All hardware items such as nuts/ bolts/ screws/ washers etc. to be used in work shall be aluminum alloy / cadmium plated iron.
- (xv) Any conduit which is not be wired by the Concessionaire shall be provided with GI fish wire for wiring by some other agency subsequently. Nothing extra shall be paid for the same.
- (xvi) The make of the materials have been indicated in the list of acceptable makes. Alternate makes are not acceptable. The materials to be used in the work shall be got approved by the Engineer in Charge / his representative before its use at site. The E-in-C shall reserve the right to instruct the Concessionaire to remove the material which, in his opinion, is not acceptable.
- (xvii) Modular boxes, switches, sockets, regulators etc. shall be of only one make.
- (xviii) Wherever light fittings are proposed to be provided on the false ceiling, the

respective light / fan point wiring will have to be brought up to the terminal of the light fittings / fans by the Concessionaire. Flexible conduits shall be used for drawing wires from MS conduits on ceiling to fittings on false ceiling and nothing extra shall be paid to the Concessionaire for the same.

- (xix) G.I. pipes shall be medium class as per ISI specification and shall be of single piece without any joints.
- (xx) All the light and fans points should be properly earthed with 1.5 sq mm, FRLS PVC insulated copper wire.
- (xxi) Termination of wiring inside the DB's and main board should be done by crimped Copper lugs connections, for which no extra payment will be made.
- (xxii) All metallic parts must be properly bonded to the earth. Earthing lugs shall be provided to all copper earth wires and shall be fixed whenever required by means of anodized bolts and nuts.

3.3 Surge Protection Devices

- (i) SPDs (Surge Protection Devices) shall be of Type II for Panels.
- (ii) SPDs shall be suitable for TT, TNC, TNS or TNC-S earthing systems.
- (iii) SPDs shall provide protection between line to earth (common mode), neutral to earth (common mode) and line to neutral (differential mode).
- (iv) SPDs shall be of the "withdraw able cartridge" type. The base of the SPDs shall be able to accept cartridges of different discharge ratings of I_{max}
- (v) Optional auxiliary contacts for remote indication shall be integrated in the base of the SPDs to eliminate possibility of wrong installation.
- (vi) SPDs shall limit the transient let-through voltage in accordance to IEC 60364.
- (vii) Protection against SPDs short-circuit (in the event of end-of-life of SPDs or/and short circuit at 50hz like neutral disconnection, inversion of Neutral /line) shall be provided by a dedicated miniature circuit breaker that has been tested to co- ordinate with the manufacturer's SPDs in accordance to IEC 60364.

3.4 Lighting Protection

The following shall be used for lightening protection:

IEC 60598-1	Luminaires – Part 1: General requirements and tests
IEC 60598-2	Luminaires – Part 2: Particular requirements
IEC 60400	Lamp holders for tubular fluorescent lamps and starter- holder
NFPA	National Fire Protection Association

Annexure - III

List of Applicable Codes

- 1.1 The Concessionaire shall use the latest edition of relevant Standards & Specifications for Design and Execution of this project/work. The list of Standards & Specifications provided hereunder is not exhaustive and any other Standard & Specification which are not mentioned in this section are also applicable if required for the completion of work as per the Scope of Work shall be used in consultation with Authority.
- 1.2 Some of the relevant codes and standards are compiled below:

(i) FOR STRUCTURAL WORKS

SN	CODE	NAME
1	IS: 1893 – 2002	Criteria for Earthquake resistant design of Structures
2	IS: 13920	Ductile detailing of Reinforced Concrete Structures Subjected to Seismic forces.
3	IS: 4326 – 1993	Earthquake resistant Design and construction of Buildings
4	IS: 875 – 1987 (Part I to III & Part V)	Code and Practice for Design Loads (Other than earthquake) for Building and Structures like Dead, Imposed, Wind and other Loads
5	IS: 456 – 2000	Plain and Reinforced Concrete (Code of practice)
6	SP: 16	Design aids for Reinforced Concrete Structure.
7	SP: 34	Handbook on Concrete Reinforcement and Detailing
8	IS: 3370 Part I, Part II and Part IV	Code of practice for Concrete structures for the storage of liquids.
9	IS: 1786	Specification for High Strength Deformed Steel bars and wires for concrete reinforcement
10	IS: 1904	Code and Practice for design and Construction of Foundations in Soils
11	IS: 2950	Code and Practice for Design and Construction of Raft Foundations
12	IS: 800-1980	Code of Practice for general Construction in Steel.
13	IS: 1343-1980	Code of Practice for Pre stressed Concrete.
14	BS 8081:2015 & BSEN-1537-2013 & IS 10270-1982 & IS 14268 class11/ASTM-416	Code of Diaphragm.

SN	CODE	NAME
15	BS 8110: 1997 class-2 for gravity load. BS 8110: 1997 class-3 for gravity load and lateral load.	Code of PT slab

(ii) FOR PLUMBING WORKS

SN	I.S. Code	Description / Title
1.	IS: 1729	Specification for sand cast iron spigot and socket soil, waste and ventilating pipes, fittings and accessories.
2.	IS:1536	Specification for centrifugally cast (spun) iron pressure pipes for water, gas and sewage.
3.	I.S: 1538 (Part-I to XXIII)	Specification for cast iron fittings for pressure for water, gas and sewage.
4.	I.S:3714	Code of practices for laying C.I pipes
5.	I.S:782	Specification for caulking lead
6.	I.S:1239 (Part-II)	Specification for mild steel tubes, tubular and other wrought steel filling.
7.	I.S:1879	Specification for malleable cast iron pipe fittings.
8.	I.S:4984	High-density polythene pipe for potable water supplies, sewage and Industrial effluents.
9.	I.S:783	Width and depth of trench for R.C.C pipes.
10.	I.S:4127	Width and depth of trench for S.W pipes.
11.	I.S: 780	Specification for sluice valve for water works purposes.
12.	I.S:651	Specification for salt glazed stoneware pipe and fittings
13.	I.S:7558	Code of practice for domestic hot water installation.
14.	I.S: 1742	Code of practice for building drainage
15.	I.S: 2064	Code of practice for selection, installation and Maintenance of Sanitary appliances
16.	I.S:2065	Code of practices for water supply in building
17.	I.S: 2183 (Part-I)	Code of practice for Plumbing in multistoried buildings.
18.	I.S:1239	Specifications for mild steel tubes 104ubular and other wrought steel fittings. (Fifth Revision)
19.	I.S:778	Specifications for copper alloy gate, globe and check valves for water works purposes.
20.	I.S:5312 (Part-I)	Specifications for swing check type reflux (Non-return) valve
21.	I.S : 3114	Code of Practice for laying of C.I. pipes (2nd Rev.)
22.	I.S. : 456	Code of practice for plain and reinforced concrete (3rd Rev.) (Amendment 2)

SN	I.S. Code	Description / Title
23.	I.S. : 12820	Code of practice for dimensional requirements of rubber gaskets for mechanical joints and push on joints for use with cast iron pipes and fittings for carrying water, gas & sewage.
24.	I.S. : 1172	Code of basic requirements for water supply, drainage & sanitation (4th Rev.)
25.	I.S. : 1200 (Part-16)	Code of practice for methods or measurements of building and Civil Engineering works: Part 16 Laying of water and sewer lines including appurtenant items (3rd Rev.)
26.	I.S. : 1200(Part-19)	Code of practice for methods or measurements of building and Civil Engineering works: Part 19 Water supply, plumbing and drains (3rd Rev.)
27.	I.S : 3989	Centrifugally cast (spun) iron spigot and socket soil, waste and ventilating pipes, fittings and accessories (2nd rev.) (Amendment2)
28.	I.S : 13095	Butterfly valves for general purposes
29.	I.S : 458	Precast Concrete pipes (with or without reinforcement) (3rd rev.) (Amendment2)
30.	I.S : 1726	C.I. Manhole covers & frames (3rd rev.)
31.	I.S : 1916	Steel cylinder pipe with concrete lining and coating (1st rev.).
32.	I.S : 12592(part1)	Pre-cast concrete manhole covers and frames: Part 1 Covers (Amendment 3)
33.	I.S : 12592(part2)	Pre-cast concrete manhole covers and frames: Part 2 Frames
34.	I.S : 6392	Steel pipe flanges (Amendment 1)
35.	I.S : 6418	C.I and malleable C.I. flanges for general engineering purposes.
36.	I.S : 4985	Un plasticized PVC pipes for potable water supplies (2nd Rev) (Amendment 2)
37.	I.S : 7181	Horizontally cast double flanged pipes for water, gas and sewage.(1st Rev.) (Amendment 1)
38.	I.S : 210	Grey iron casting. (4th Rev.)
39.	BS EN 1057	Copper pipes
40.	BS EN 1254	Copper Fittings
41.	I.S : 4985	UPVC pipes

SN	I.S. Code	Description / Title
42.	I.S : 15778	CPVC pipes
43.	I.S : 8329	Ductile iron

List Codes and References mentioned below is not exhaustive and for reference purpose only. Concessionaire shall follow all the standards and codes mentioned in this schedule or adhere to relevant codes as per site requirement.

SN	CODE	NAME
1.	IS: 1893 – 2016	Criteria for Earthquake resistant design of Structures
2.	IS: 13920-2016	Ductile detailing of Reinforced Concrete Structures subjected to Seismic forces.
3.	IS: 4326 – 1993	Earthquake resistant Design and construction of Buildings
4.	IS: 875 – 2015 (Part I to III & Part V)	Code and Practice for Design Loads (Other than earthquake) for Building and Structures like Dead, Imposed, Wind and other Loads
5.	IS: 456 – 2000	Plain and Reinforced Concrete (Code of practice)
6.	SP: 16	Design aids for Reinforced concrete Structure.
7.	SP: 34	Handbook on Concrete Reinforcement and Detailing
8.	IS: 3370 Part I, Part II and Part IV	Code of practice for Concrete structures for the storage of liquids.
9.	IS: 1786	Specification for High Strength Deformed Steel bars and wires for concrete reinforcement
10.	IS: 1904	Code and Practice for design and Construction of Foundations in Soils
11.	IS: 2950	Code and Practice for Design and Construction of Raft Foundations
12.	IS: 800-2007	Code of Practice for general Construction in Steel.
13.	IS: 1343-1980	Code of Practice for Pre stressed Concrete.
14.	IRC 5 : 1998	Standard specifications and code of practice for road bridges.
15.	IRC 6 : 2014	Standard specifications and code of practice for road bridges.
16.	IRC 24-2010	Standard specifications and code of practice for road bridges.

(iii) FOR FIRE FIGHTING WORKS

SN	I.S. Code	Description / Title
1.	I.S:1239	Specifications for mild steel tubes 106 tubular and other wroughtsteel fittings. (Fifth Revision)

SN	I.S. Code	Description / Title
2.	I.S:778	Specifications for copper alloy gate, globe and check valves for water works purposes.
3.	I.S:5312 (Part-I)	Specifications for swing check type reflux (Non-return) valve
4.	I.S:908	Specifications for fire hydrant (2nd Revision)
5.	I.S:5290	Specifications for landing valve
6.	I.S:901	Specifications for coupling double male and female instantaneous pattern for firefighting (3rd revision)
7.	I.S:884	Specifications for first aid hose reel for firefighting (1st Revision)
8.	I.S:903	Specifications for fire hose delivery couplings branch pipe, nozzles and nozzles spanner (3rd revisions)
9.	I.S:933	Specifications for portable chemical fire extinguisher
10.	I.S:15683	Specifications for fire extinguisher carbon dioxide type.
11.	I.S:2878	Specifications for fire extinguisher carbon dioxide type.
12.	I.S:9972	Specification for sprinkler
13.	I.S:3844	Code of practice for installation and Maintenance of internal fire hydrants and hose reels on premises.
14.	I.S : 3114	Code of Practice for laying of C.I. pipes (2nd Rev.)
15.	I.S. : 456	Code of practice for plain and reinforced concrete (3rd Rev.) (Amendment 2)

(iv) FOR I.S. SAFETY CODES

SN	I. S. Code	Description / Title
1.	I.S.660	Safety Code for Mechanical Refrigeration
2.	I.S.659	Safety Code for air conditioning
3.	I.S.3016	Code of Practice for precautions in welding and cutting operations
4.	I.S.818	Code of practice for safety and health requirements in electrical and gas welding and cutting operations
5.	I.S.5216	Code for safety procedure and practice in electrical works
6.	I.S.3696	Safety code for scaffolds and ladders

List of Main Bureau of Indian Standards Codes and Publications with latest revisions and amendments thereto to be followed for analysis & design.

SN	Code	Description
LOADS		
1.	IS-875 (Part-1)-1987	Code of practice for design loads (other than earthquake) for buildings and structures – Unit weights of buildings materials and stored materials.
2.	IS-875 (Part 2)-1987	Code of practice for design loads (other than earthquake) for buildings and structures – imposed loads.

SN	Code	Description
3	IS- 875 (part 3) - 1987	Code of practice for design loads (other than earthquake)for buildings and structures – wind loads)
4.	IS-875 (Part5)– 1987	Code of practice for design loads (other than earthquake) for buildings and structures – special loads and load combinations.
5.	IS:1893-2002	Criteria for design earthquake resistant design of structures (general provision and buildings).
CONCRETE		
1.	IS:456 – 2000	Code of practice for plain and reinforced concrete.
2.	IS:1786 – 2008	Specification of high strength deformed bars and wires for concrete reinforcement.
3.	IS: 432 (Part-2) – 1982	Specification of high strength deformed bars and wires for concrete reinforcement.
4.	IS:13920 – 1993	Ductile detailing of reinforced concrete structures subjected to seismic forces – code of practice.
5.	IS : 269 – 1989	Specification for ordinary, rapid hardening and low heat Portland cement.
6.	IS: 1489 – 1991	Specification for Portland pozzolana cement
7.	IS: 383 – 1970	Specification for coarse and fine aggregates from natural sources for concrete.
8.	IS : 516 – 1959	Method of test for strength of concrete.
9.	IS: 2645 – 1975	Specification for integral cement water proofing compounds.
10.	IS:3370-2009 Part 1& 2	Liquid retaining structures.
STEEL		
1.	IS:2062 – 1999	Steel for general structural purposes, specification.
2.	IS: 1161 – 1998	Specification of steel tubes for structural purpose.
3.	IS: 800 – 2007	Code of practice for general construction in steel.
4.	IS 4923	Hollow steel section for structural purpose.
5.	IS 1367	Technical specification for Thread bolts
6.	IS 816 - 1969	Code of practice for use of metal ARC welding for general construction in mild steel

(v) List of Reference Standards for Construction Activities

SN	Standard Number	Title
1	SP : 6 (1)	Structural Steel Sections
2	IS : 27	Pig Lead
3	IS : 325	Three Phase Induction Motors
4	IS : 554	Dimensions for pipe threads where pressure tight joints are required on the threads.
5	IS : 694	PVC insulated cables for working voltages up to & including 1100V.
6	IS : 779	Specification for water meters (domestic type).
7	IS : 782	Specification for caulking load

SN	Standard Number	Title
8	IS : 800	Code of practice for general construction in steel
9	IS : 1068	Electroplated coatings of nickel plus chromium and copper plus nickel plus chromium.
10	IS : 1172	Code of Basic requirements for water supply drainage and sanitation.
11	IS : 1367 (Part 1)	Technical supply conditions for threaded steel fasteners: Part 1 introduction and general information.
12	IS : 1367 (Part 2)	Technical supply conditions for threaded steel fasteners: Part 2 product grades and tolerances.
13	IS : 1554 (Part 1)	PVC insulated (heavy duty) electric cables: Part 1 for working voltages up to and including 1100 V.
14	IS : 1554 (Part 2)	PVC insulated (heavy duty) electric cables: Part 2 for working voltages from 33 KV up to and including 11 KV.
15	IS : 1726	Specification for cast iron manhole covers and frames.
16	IS : 1742	Code of practice for building drainage.
17	IS : 2064	Selection, installation and Maintenance of sanitary appliance code of practice.
18	IS : 2065	Code of practice for water supply in buildings.
19	IS : 2104	Specification for water meter for boxes (domestic type)
20	IS : 2373	Specification for water meter (bulk type)
21	IS:2379	Colour code for identification for pipe lines
22	IS:2629	Recommended practice for hot dip galvanizing on iron and steel
23	IS : 3114	Code of practice for laying of cast iron pipes
24	IS : 4111 (Part 1)	Code of practice for ancillary structures in sewerage system: Part 1 manholes.
25	IS : 4127	Code of practice for laying glazed stoneware pipes.
26	IS : 4853	Recommended practice for radiographic inspection of fusion welded butt joints in steel pipes.
27	IS : 5329	Code of practice for sanitary pipe work above <i>ground</i> for buildings
28	IS : 5455	Cast iron <i>steps</i> for manholes.
29	IS : 6159	Recommended practice for design and fabrication of material, prior to galvanizing.
30	IS : 7558	Code of practice for domestic hot water installations.
31	IS : 8321	Glossary of terms applicable to plumbing work.
32	IS : 8419 (Part 1)	Requirements for water filtration equipment: Part 1 Filtration medium sand and gravel.
33	IS : 8419 (Part 2)	Requirements for water filtration equipment: Part 2 under drainage system.
34	IS : 9668	Code of practice for provision and Maintenance of water supplies and firefighting.
35	IS : 9842	Preformed fibrous pipe insulation.

SN	Standard Number	Title
36	IS : 9912	Coal tar-based coating materials and suitable primers for protecting iron and steel pipe lines.
37	IS : 10221	Code of practice for coating and wrapping of underground mild steel pipelines.
38	IS : 10446	Glossary of terms relating to water supply and sanitation.
39	IS: 11149	Rubber Gaskets
40	IS : 11790	Code of practice for preparation of butt-welding ends for pipes, valves, flanges and fittings.
41	IS : 12183 (Part 1)	Code of practice for plumbing in multistoried buildings: Part I water supply.
42	IS : 12251	Code of practice for drainage of building basements.
43	IS : 5572	Code of practice for sanitary pipe work.
44	BS : 6700	Specification for design, installation, testing and Maintenance of services supplying water for domestic use within buildings and their cartilages.
45	BS : 8301	Code of practice for building drainage
46	BSEN : 274	Sanitary tapware, waste fitting for basins, bidets and baths. General technical specification.
Pipes and Fittings		
47	IS : 458	Specification for precast concrete pipes (with and without reinforcement)
48	IS : 651	Salat <i>glazed</i> stone ware pipes and fittings.
49	IS : 1239 (Part 1)	Mild steel, tubes, tubulars and other wrought steel fittings: Part I Mild Steel tubes.
50	IS : 1239 (Part 2)	Mild Steel tubes, tubulars and other wrought steel fittings: Part 2 Mild Steel tubulars and other wrought steel pipe fittings.
51	IS : 1536	Centrifugally cast (spun) iron pressure pipes for water, gas and sewage.
52	IS : 1537	Vertically cast iron pressure pipes for water, gas and sewage.
53	IS : 1538	Cast Iron fittings for pressure pipes for water, gas and sewage.
54	IS : 1729	Sand Cast iron spigot and socket soil, waste and ventilating pipes, fittings and accessories.
55	IS : 1879	Malleable cast iron pipe fittings.
56	IS : 1978	Line pipe
57	IS : 1979	High test line pipe.
58	IS : 2501	Copper tubes for general engineering purposes
59	IS : 2643 (Part 1)	Dimensions for pipe threads for fastening purposes: Part 1 Basic profile and dimensions.
60	IS : 2643 (Part 2)	Dimensions for pipe threads for fastening purposes: Part 2 Tolerances.
61	IS : 2643 (Part 3)	Dimensions for pipe threads for fastening purposes: Part 3 Limits of sizes.
62	IS : 3468	Pipe nuts.
63	IS : 3589	Seamless or electrically welded steel pipes for water, gas and sewage (168.3 mm to 2032 mm outside diameter).

SN	Standard Number	Title
64	IS : 3989	Centrifugally cast (sun) iron spigot and socket soil, waste and ventilating pipes, fittings and accessories.
65	IS : 4346	Specifications for washers for use with fittings for water services.
66	IS : 4711	Methods for sampling steel pipes, tubes and fittings.
67	IS : 6392	Steel pipe flanges
68	IS : 6418	Cast iron and malleable cast iron flanges for general engineering purposes.
69	IS : 7181	Specification for horizontally cast iron double flanged pipe for water, gas and sewage.
Valves		
70	IS : 778	Specification for copper alloy float gage globe and check valves for water works purposes.
71	IS: 7181	Specification for sluice valves for water works purposes (50 mm to 300 mm size)
72	IS: 1703	Specification copper alloy float valves (horizontal plunger type) for water supply fittings.
73	IS : 2906	Specification for sluice valves for water works purposes (350 mm to 1200 mm size)
74	IS : 3950	Specification for surface boxes for sluice valves.
75	IS : 5312 (Part 1)	Specification for swing check type reflux (non return) valves: part Multi door pattern.
76	IS : 5312 (Part 2)	Specification for swing check type reflux (non return) valves: part Multi door pattern.
77	IS : 12992 (Part 1)	Safety relief valves, spring loaded : Design
Sanitary Fittings		
78	IS : 13095	Butterfly valves for general purposes
79	IS : 771 (Part 1 to 3)	Specification for glazed fire clay sanitary appliances.
80	IS : 774	Specification for flushing cistern for water closets and mina's (other than plastic cistern)
81	IS : 775	Specification for cast iron brackets and supports for wash basins and sinks
82	IS: 781	Specification for cast copper alloy screw down bib taps and stop valves for water services.
83	IS : 1700	Specification for drinking fountains.
84	IS : 2548 (Part 2)	Specification for plastic seats and covers for water closets: Part-1 thermoset seats and covers.
85	IS : 2556 (Part 1)	Specification for vitreous sanitary appliances (Vitreous china):part 1 general requirement.
86	IS: 2556 (Part 2)	Specification for vitreous sanitary appliances (vitreous china) part 2 specific requirements of wash down water closets.
87	IS: 2556 (Part 3)	Specification for vitreous sanitary appliances (vitreous china) part 3 specific requirements of squatting pans.

SN	Standard Number	Title
88	IS: 2556 (Part 4)	Specification for vitreous sanitary appliances (vitreous china) part 4 specific requirements of wash basins.
89	IS: 2556 (Part 6 sec 2))	Specification for vitreous sanitary appliances (vitreous china) part 6 specific requirements of urinals, section 2 half stall urinals.
90	IS: 2556 (Part 6 sec 4)	Specification for vitreous sanitary appliances (vitreous china) part 6 specific requirements of urinals, section 4 partition slabs.
91	IS: 2556 (Part 6 sec 5)	Specification for vitreous sanitary appliances (vitreous china) part 6 specific requirements of urinals, section 5 waste fittings.
92	IS:2556(part 6 Sec 6)	Specification for vitreous sanitary appliances (vitreous china) part 6 specific requirements of urinals, section 6 water spreaders for half stall urinals.
93	IS:2557 (part 7)	Specification for vitreous sanitary appliances (vitreous china) part 7 specific requirements of half round channels.
94	IS 2556 (Part 8)	Specification for vitreous sanitary appliances (vitreous china): Part 8 Specific requirements of siphoning wash down water closets.
95	IS : 2556 (Part 11)	Specification for vitreous sanitary appliances (vitreous china): Part 11 Specific requirements for shower rose.
96	IS : 2556 (Part 12)	Specification for vitreous sanitary appliances (vitreous china): Part 12 Specific requirements of floor traps.
97	IS : 2556 (Part 15)	Specification for vitreous sanitary appliances (vitreous china): Part 15 Specific requirements of universal water closets.
98	IS:2692	Specification for ferrule for water services
99	IS : 2717	Glossary of terms relating to vitreous enamelware and ceramic metal systems
100	IS : 2963	Specifications for waste plug and its accessories for sinks and wash basins.
101	IS : 3311	Specifications for waste plug and its accessories for sinks and wash basins.
102	IS : 5961	Specification for cast iron gratings for drainage purposes.
103	IS : 6249	Specification for gel-coated glass fibre reinforced polyester resin bath tubs.
104	IS : 6411	Specification for gel-coated glass fibre reinforced polyester resin bath tubes.
105	IS : 8931	Specification for copper alloy fancy single taps, combination tap assembly and stop valves for water services.
106	IS : 9758	Specification for flush valves and fitting for water closets and urinals.
Pumps & Vessels		
107	IS: 1520	Specification for horizontal centrifugal pumps for clear cold fresh water.
108	IS : 2002	Steel plates for pressure vessels for intermediate and high temperature service including boilers
109	IS : 2825	Code for unfired pressure vessels.

SN	Standard Number	Title
110	IS : 4648 (Part 1)	Code of practice for lining of vessels and equipment for chemical processes v Part 1 : Rubber lining
111	IS : 5600	Specification for sewage and drainage pumps
112	IS : 8034	Specification for submersible pump sets for clear, cold, fresh water
113	IS : 8418	Specification for horizontal centrifugal self-priming pumps.
114	IS : 374	Ceiling fans and regulators (3rd revision)
115	IS : 694	PVC insulated Electric cable for working voltage upto and including 1100 volts.
116	IS : 732	Code of practice for electrical wiring and installation
117	IS : 1255	Code of Practice for installation and Maintenance of Power Cables upto and including 33 KV rating (Second Revision).
118	IS : 1258	Bayonet tamper holders (Third revision)
119	IS : 1293	Three pin plugs and sockets outlets rated voltage upto and including 250 volts and rated current upto and including 160 amps.
120	IS : 1554 (Part - I)	PVC insulated (Heavy Duty) electric cables for working voltages upto and including 1100 volts.
121	IS : 1646	Electrical installation fire safety of buildings (general) Code of practice.
122	IS : 1885	Glossary of items for electrical cables and conductors
123	IS : 1913	General and safety requirements for fluorescent lamps luminaires Tubular
124	IS : 2071	Methods of high voltage testing
125	IS : 2309	Protection of building and allied structures against lightning
126	IS : 2551-	Danger notice plate.
127	IS : 3043	Code of practice for earthing.
128	IS : 3427	AC Metal enclosed switch gear and control gear for rated voltages above 1 KV and up to and including 52 KV.
129	IS : 3480	Flexible steel conduits for electrical wiring.
130	IS : 3837	Accessories for rigid steel conduit for electrical wiring.
131	IS : 4146	Application guide for voltage transformers
132	IS: 4615	Switch socket outlets.
133	IS : 5133 (Part -I)	Boxes for the enclosure of electrical accessories.
134	IS : 5216 (Part-1)	Guide for safety procedures and practices in electrical work.
135	IS : 5424	Rubber mats for electrical purposes.
136	IS : 5578 & 11353	Marking and arrangement of bus bar
137	IS : 7098 - (Part - II)	Cross linked polyethylene insulated PVC sheathed cables. Voltages from 3.3 KV up to and including 33 KV
138	IS : 8130	Conductors for insulated electric cables and flexible cords
139	IS : 8623 - (Part -D	Factory built assemblies of switchgear and control gear for voltages up to and including 1000 V AC and 1200 V D C.
140	IS : 8828	Miniature Circuit Breakers

SN	Standard Number	Title
141	IS : 9537	Rigid Steel Conduits for electrical wiring (Second Revisions)
142	15:10810	Methods of test for cables.
143	IS : 12640	Earth Leakage Circuit Breakers
144	IS : 13947	Degree of protection provided by enclosures for LV switchgear and control gear.
145	IS : 13947	General requirement for switchgear and control gear for voltage not exceeding 1000 Volts.
146	IS : 15652	Insulating mats for electrical purposes.
147	IS : 1651 & 1652	Stationary cells and batteries lead acid type.
148	IS : 2551-1982	Danger notice plate.
149	IS : 3043 - 1987	Code of practice for earthing.
150	IS : 4146 - 1983	Application guide for voltage transformers
151	IS : 5216 1982 (Part- I)	Guide for safety procedures and practices in electrical work.
152	IS 5:1994	Colours for ready mixed paint and enamels
153	IS 2705 (Part-1) : 1992 (second revision)	Current transformers - Specification General requirements
154	IS 2705 (Part-2) : 1992 (Second Revision)	Current transformers – Specification Measuring Current Transformers
155	IS 2705 (Part-3) : (Second revision)	Current transformers – Specification Protective Current Transformers
156	IS:2705 (part 4) Second revision 1992	Current transformers – Specification Protective Current Transformers for Special Purpose Applications
157	IS 3043 :1987	Code of practice for earthing
158	IE Rules, with amendments upto 1995 :1956	Indian Electricity Rules
159	IS : 2071 - 1974 - 76	Methods of high voltage testing
160	IS : 3427 :1997 IEC:60298,60694	AC Metal enclosed switchgear and control gear for rated voltage above 1kv and upto and including 52kv.
161	IS : 12729 :1998	General requirement for switchgear and control gear for voltage exceeding 1000V
162	IS : 13118	Specification for high voltage alternating current circuit breaker

SN	Standard Number	Title
	:1991	
163	IS: 5578 & 11353- 1985	Marking and arrangement of bus bars
164	IS: 3156	Potential transformer
165	IS: 9385	HV HRC Control Fuse
166	IS: 1248	For measuring instruments
167	IS : 2026 - 1977 to 81 (Part I to IV)	Power Transformers
168	IS : 2551- 1982	Danger notice plate.
169	IS : 3043 — 1987	Code of practice for earthing.
170	IS : 4146 — 1983	Application guide for voltage transformers
171	IS : 5216 — 1982 (Part-I)	Guide for safety procedures and practices in electrical work.
172	IS 5:1994	Colours for ready mixed paint and enamels
173	IS 2705 (Part-1) : 1992 (Second Revision)	Current transformers - Specification General requirements
174	IS 2705 (Part-2) 1992 (Second Revision)	Current transformers – Specification Measuring Current Transformers
175	IS 2705 (Part-3) : (Second Revision) 1992	Current transformers – Specification Protective Current Transformers
176	IS 2705 (Part-4) : (Second Revision) 1992	Current transformers – Specification Protective Current Transformers for Special Purpose Applications
177	IS 3043 :1987	Code of practice for earthing
178	IE Rules, with amendments upto 1995 :1956	Indian Electricity Rules
179	IEC 44 -1 :1996	Instrument Transformer -P1 : Current Transformer
181	IS:10561 :1977	Power Transformers: General
182	IS 4146: 1983	Application guide for voltage transformers
183	IS:8478: 1978	Application guide for on-load tap changers
184	IS:10028 Part-1: 1985	Code of practice for selection, installation and Maintenance of power transformers: Selection

SN	Standard Number	Title
185	IS:10028 Part-2 1981	Code of practice for selection, installation and Maintenance of power transformers: Installation
186	IS:3639 1966	Fittings and accessories for power transformers
187	IS:4201: 1983	Application guide for current transformers
188	IS:4257 Part I : 1981	Dimensions for clamping arrangement for bushings 12kV to 36Kv
189	IS:8603 Parts I to 3 : 1977	Dimensions of porcelain transformer bushings for use in heavily polluted atmosphere
190	IS: 554-1985 (Reaffirmed 1996)	Dimensions for pipe threads where pressure tight joints are required on the threads
191	IS: 665 – 1963 (Reaffirmed 1991)	Metal air ducts
192	IS: 659 - 1964	Air conditioning (Safety code)
193	IS: 660 - 1963	Mechanical Refrigeration (Safety code)
194	IS: 694 – 1990 (Reaffirmed 1994)	PVC insulated (HD) electric cables for working voltage upto and including 1100 volts
195	IS: 732-1989	Code of Practice for electrical wiring
196	IS: 780-1984	Sluice valves for water works purposes
197	IS: 822-1970 (Reaffirmed 1991)	Code of procedure for inspection of welds
198	IS: 1239 (Part-I) 1990	Mild steel tube
199	IS: 1239 (Part-II) 1992	Mild steel tubulars and other wrought steel pipe fittings
200	IS: 1255 - 1983	Code of practice for installation and Maintenance of Power Cables upto and including 33 KV rating (Second Revision)
201	IS: 1554 - 1988	PVC insulated (Heavy Duty) electric cables (part-I) for working voltages upto and including 1100 volts
202	IS: 1897 – 1983	Copper bus bar
203	IS: 2379 – 1990	Colour code for the identification of pipelines
204	IS: 2551 – 1982	Danger notice plate
205	IS: 3043 – 1987	Code of practice for earthing
206	IS: 3103 –	Code of practice for Industrial Ventilation

SN	Standard Number	Title
	1975	
207	IS: 3837 – 1976	Accessories for rigid steel conduit for electrical wiring
208	IS: 4736 – 1986	Hot-dip zinc coating on steel tubes
209	IS: 4894 – 1987	Centrifugal Fan
210	IS: 5133 – 1969	Boxes for the enclosure of electrical accessories
211	IS: 5216 – 1982 (Part-I)	Guide for safety procedure and practices in electrical work
212	IS: 5312 (Part-II) 1984 (Reaffirmed 1990)	Swing – check type reflux Non-return valves for water works
213	IS: 5421 – 1969	Rubber mats for electrical purposes
214	IS: 5578& 11353– 1985	Marking and arrangement of bus bars
215	IS: 6392 – 1971 Reaffirmed 1988)	Steel pipe flanges
216	IS: 8623 – 1977 (Part-I)	Factory bill assemblies of switchgear and control gear for voltages upto an including 1000 VAC and 1200 VDC
217	IS: 8623 – 1980 (Part-II)	Bus Bar trunking system
218	IS: 8828 – 1996 IEC 898 - 1995	Miniature Circuit Breakers
219	IS: 9537 – 1981	Rigid steel conduits for electrical wiring (Second Revisions)
220	IS: 10810 – 1988	Methods of test for cables
221	IS:13947(Part -II)–1993	Air circuit breakers
222	IS:13947IEC 947 – 2–1989	Molded case circuit breakers
223	IS: 13947 – 1993	Degree of protection provided by enclosures for LV switchgear and control gear
224	IS: 13947 – 1993	General requirement for switchgear and control gear for voltage not exceeding 1000 volts
225	ASHREA	American society of Heating Refrigeration & Air-conditioning books HVAC Systems and Equipment 2008
		HVAC Application 2007
		Refrigeration 2006
		Fundamental 2005

SN	Standard Number	Title
		Indoor air quality 90.1.2007
226	IEC	Relevant Sections
227	ASME, Section VIII	Boiler and Pressure Vessel Code
National Fire Protection Association (NFPA) – USA		
228	No. 70 – 90 or 70 -93	National Electric Code
229	No. 72 – 1993	National Fire Alarm Code
230	No. 101 – 91	Life Safety Code
231	No. 90A	Practice for Smoke Control System
232	No. 76	Telecommunication Facilities
233	No. 318	Clear Room Applications
Underwriters Laboratories Inc. (UL) – USA		
234	UL 50	Cabinets & Boxes
235	UL 268	Smoke detectors for Fire Protective Signaling Systems
236	UL 864	Control units for Fire Protective Signaling Systems
237	UL 268A	Smoke detectors for Duct Application
238	UL 521	Thermal detectors for Fire Protective Signaling Systems
239	UL 228	Door Closers – holders for Fire Protective Signaling Systems
240	UL 464	Audible signaling appliances
241	UL 38	Manually activated Signaling Boxes
242	UL 346	Water floor indicators for Fire Protective Signaling Systems
243	UL 1481	Power supplied for Fire Protective Signaling Systems
244	UL 1076	Proprietary burglar alarm units & systems
245	UL 1791	Visual notifications appliances
Road Works		
246	IRC 5	Standard Specifications and Code of Practice for Road Bridges, Section I – General Features of Design
247	IRC 6	Standard Specifications and Code of Practice for Road Bridges, Section II – Loads and Stresses
248	IRC 11	Recommended Practices for the Design of Layout of Cycle Tracks
249	IRC 19	Standard Specifications and Code of Practice for Water Bound Macadam
250	IRC 112	Standard Specifications and Code of Practice for Road Bridges Section III–Cement Concrete (Plain and Reinforced)
251	IRC 22	Standard Specifications and Code of Practice for Road Bridges, Section VI – Composite Construction
252	IRC 37	Guidelines for the Design of Flexible Pavement
253	IRC 48	Tentative Specifications for Bituminous Surface Dressing Using Pre-coated Aggregates
254	IRC:SP 11	Handbook of Quality Control for Construction of Roads and Runways
255	IRC:SP 11	Handbook of Quality Control for Construction of Roads and Runways
256	IRC:44-2017	Guidelines for Cement Concrete Mix Design for Pavements (Third Revision)

Annexure - IV
Architectural Finishing Schedule

SN	Room Name	ARCHITECTURAL FINISHES					
		FLOOR	WALL		CEILING		
CONCOURSE LEVEL, Ground Floor and First Floor complete							
1	Bus Terminal Entrances passageway	Honed finish Granite Flooring	Granite stone 30mm over Screed laid to slope	Vitrified Tile Cladding as per design, upto a height of 3.05 m. Anti-dust paint above upto full height (colour as per design)	10mm tile over 12mm cement mortar	Open Cell Metal ceiling with Fascia on both sides and Anti dust paint above (colour as per design)	3000mm
2	Bus Terminal Entrances Staircases (Ground to Concourse)	Flamed Granite treads; Polished Granite Risers; Stainless Steel wall mounted and floor mounted Handrails	Tread: 30mm granite over 20mm cement mortar Riser: 18mm Granite over 12mm cement mortar	Vitrified Tile Cladding as per design, upto a height of 3.05 m. Anti dust paint above upto full height (colour as per design)	10mm tile over 12mm cement mortar	Texture Paint (as per approved sample) Thickness 3mm on pre- plastered surface	-
3	Staircase	Flamed Granite treads; Polished Granite Risers; Stainless Steel and Glass floor mounted Handrails	Tread: 30mm granite over 20mm cement mortar Riser: 18mm Granite over 12mm cement mortar	Vitrified Tile Cladding as per design, upto a height of 1.05 m. Anti dust paint above upto full height (colour as per design)	10mm tile over 12mm cement mortar -	-	-
4	Passenger Concourse area- Double height	Honed Granite Flooring (with Tactile strip as per design)	Granite stone 30mm over Screed laid to slope with trenches for AFC as per system Concessionaire's requirement	Vitrified Tile* Cladding as per design, upto a height of 3.65m. Anti dust paint above upto full height (colour as per design)	10mm tile** over 12mm cement mortar	1200 x 600 Open Cell Metal ceiling with Fascia as per design	Minimum 3000mm varying to 4200mm
5	Control Room	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Clear toughened laminated Glass on Concourse side and Cement Plaster finished with Acrylic Emulsion paint elsewhere	300mm skirting in 18 mm thick granite stone on 12mm cement mortar Paint over 12mm plaster	Metal false ceiling (Non – perforated, Powder coated)	3000mm
6	Bus Terminal Manager Room/offices	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Cement Plaster finished with Acrylic Emulsion paint	300mm skirting in 18 mm thick granite stone on 12mm cement mortar Paint over 12mm plaster	Metal false ceiling (Non – perforated, Powder coated)	3000mm
7	Ticket Office	Raised floor filled with Foam Concrete finished with Granite. Granite Counter top as per design	Total 400 mm 30mm Granite over Foam Concrete with trenches as per system Concessionaire's requirement	Clear toughened laminated Glass (as per detail) on Concourse side and Cement Plaster finished with Acrylic Emulsion paint elsewhere	300mm skirting in 18 mm thick granite stone on 12mm cement mortar Paint over 12mm plaster	Metal false ceiling (Non – perforated, Powder coated)	3000mm

SN	Room Name	ARCHITECTURAL FINISHES					
		FLOOR	WALL		CEILING		
8	Enquiry office	Raised floor filled with Foam Concrete finished with Granite. Granite Counter top as per design	18mm Granite stone over 20 mm cement mortar	Clear toughened laminated Glass above counter height & Granite cladding outside below counter height.	12mm glass 30mm granite cladding; maximum depth of cladding 75mm including tolerances	-	-
9	First Aid room	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Vitrified Tile Cladding as per design, upto a height of 1200m.with Acrylic Emulsion paint above upto full height (colour as per design)	300mm skirting in 18 mm thick granite stone on 12mm cement mortar Paint over 12mm plaster	Concrete finished with Anti-dust sealer coat	-
10	CCTV security room	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Cement Plaster finished with Acrylic Emulsion paint	300mm skirting in 18 mm thick granite stone on 12mm cement mortar Paint over 12mm plaster	Concrete finished with Anti-dust sealer coat	-
11	Supervisor Office	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Cement Plaster finished with Acrylic Emulsion paint	300mm skirting in 18 mm thick granite stone on 12mm cement mortar Paint over 12mm plaster	Concrete finished with Anti-dust sealer coat	-
12	Record room/ Cloak room	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Concrete/ Concrete block Wall finished with Anti- dust sealer coat	300mm skirting in 18 mm thick granite stone on 12mm cement mortar Paint over 12mm plaster	Concrete finished with Anti-dust sealer coat	
13	Drivers/ conductors – dormitory	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Concrete/ Concrete block Wall finished with Anti- dust sealer coat	300mm skirting in 18 mm thick granite stone on 12mm cement mortar Paint over 12mm plaster	Concrete finished with Anti-dust sealer coat	
14	Baby Care Room	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Vitrified Tile Cladding as per design, upto a height of 1200 m from FFL& Cement Plaster finished with Acrylic Emulsion paint above upto full height (colour as per design)1200 mm height	300mm skirting in 18 mm thick granite stone on 12mm cement mortar Paint over 12mm plaster	Calcium Silicate board finished with Acrylic Distemper paint	3000mm
15	Sewage Pump Room	Hardonite Industrial floor	Total 400mm 52mm Hardonit Flooring over Foam Concrete filling	Concrete/ Concrete block Wall finished with Anti- dust sealer coat	300mm high skirting in 18mm thick Cement Plaster	Concrete finished with Anti-dust sealer coat	

SN	Room Name	ARCHITECTURAL FINISHES					
		FLOOR		WALL		CEILING	
16	VIP Deluxe toilets, Luxury Lounges	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Concrete block Wall finished with Cement Plaster finished with Acrylic Emulsion paint	300mm skirting in 18 mm thick granite stone on 12mm cement mortar Paint over 12mm plaster	Metal false ceiling (Non – perforated, Powder coated)	3000mm
17	Public Toilets	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Vitrified Tile Cladding as per design, upto a false ceiling height of	10mm tile over 12mm cement mortar	Calcium Silicate false ceiling (Non – perforated, Powder coated)	3000mm
18	Shops	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Concrete block Wall finished with Cement Plaster finished with Acrylic Emulsion paint	300mm skirting in 10mm thick Vitrified Tile on 12mm cement mortar	Concrete finished with Anti-dust sealer coat	3000mm
19	OTE Duct & Cable Gallery	Concrete finished with Anti-dust sealer coat inside					
20	Platform Area	Honed Granite flooring (with 600mm wide 60mm thick flamed granite edge + 30mm Granite over Screed + yellow tile strip + Tactile strip as per design)	Total 150mm at edge sloping to 120mm laid in 1:100 slope away from platform edge	Vitrified Tile Cladding on walls	10mm tile over 12mm cement mortar	1200 x 600 Open Cell Metal ceiling with Fascia as per design	7200mm
21	Columns In platforms area and waiting area			Stainless Steel Cladding on columns including SS seating benches around columns	3mm SS sheet cladding: maximum depth of cladding 25mm including framework		
22	Lift	Honed Granite Flooring	18mm Granite stone over 20 mm cement mortar	Granite cladding on Lift walls	30mm granite cladding; maximum depth of cladding 75mm including		
23	DB Panel Room/Panel room	Hardonite Industrial floor	52mm over filling in Screed to match the general flooring level in vicinity	Concrete/ Concrete block Wall finished with Anti- dust sealer coat	300mm high skirting in 18mm thick Cement Plaster	Concrete finished with Anti-dust sealer coat	

SN	Room Name	ARCHITECTURAL FINISHES					
		FLOOR		WALL		CEILING	
24	Undercroft including UPE Duct and Cable Gallery	Screed to slope (to be done by Civil Concessionaire) Finished with Anti-dust sealer coat		Concrete/ Concrete block Wall finished with Anti- dust sealer coat		Concrete finished with Anti-dust sealer coat	
25	Water Tank	Waterproof Compartment (to be made by Civil Concessionaire)		Waterproof Compartment (to be made by Civil Concessionaire)		Waterproof Compartment (to be made by Civil Concessionaire)	
26	Pump Room	Hardonite Industrial floor	52mm (over 150 mm Screed filling with drainage channel if drainage channel is not provided in slab to be done by Civil Concessionaire)	Concrete/ Concrete block Wall finished with Anti- dust sealer coat	300mm high skirting in 18mm thick Cement Plaster	Concrete finished with Anti-dust sealer coat	
27	Chiller Plant Room	Hardonite Industrial floor	52mm (over 150 mm Screed filling with drainage channel if drainage channel is not provided in slab to be done by Civil Concessionaire)	Concrete/ Concrete block Wall finished with Anti- dust sealer coat	300mm high skirting in 18mm thick Cement Plaster	Concrete finished with Anti-dust sealer coat	
28	Auxiliary Sub Station	Hardonite Industrial floor	52mm	Concrete/ Concrete block Wall finished with Anti- dust sealer coat	300mm high skirting in 18mm thick Cement Plaster	Concrete finished with Anti-dust sealer coat	
29	Dosing Plant Room	Hardonite Industrial floor	52mm	Concrete/ Concrete block Wall finished with Anti- dust sealer coat	300mm high skirting in 18mm thick Cement Plaster	Concrete finished with Anti-dust sealer coat	
30	Terrace				Paint over 15mm Cement Plaster		
31	Main Building Outside Walls	-	-	Granite stone/Texture Paint as per design	40mm stone cladding; maximum depth of cladding 75mm including tolerances/ Paint over 15mm Cement Plaster	-	-

SN	Room Name	ARCHITECTURAL FINISHES					
		FLOOR		WALL		CEILING	
32	Boundary Wall			Granite stone/Texture Paint as per design	Paint over 15mm Cement Plaster with 150mm high skirting in 25mm thick Kota Stone and 40mm stone cladding; maximum depth of cladding 75mm including tolerances	-	-
FINISHING SCHEDULE FOR OTHER ITEMS							
S.No	ITEM	SPECIFICATIONS					
1	INTERNAL DOORS IN OFFICES (HEIGHT 2.40 METERE)	(1) Main entrance doors for all rooms: Toughened glass door shutter along with glass partition toward corridor side					
2	TOILET DOORS	Second class teak wood with laminate top flush doors					
3	MAIN ENTRANCE DOOR	Toughened glass door shutter with automatic sliding system					
4	FIRE CHECK DOORS	GF and above- Wooden Fire rated door with shutter of 120 minutes rating with insulation (full glazed fire door shutters with frame of 2 hours rating)					
5	LIFT LOBBY DOOR	SS Steel frame with glazed steel door and having Fire rated glazing of Saint Gobain and with 120 minutes rating					
6	HARDWARE FINISH	SS of matt/ polished finish of Hafele or equivalent					
7	FACADE TREATMENT	Combination of stone cladding/ACP cladding/ texture paint as per elevation details Jalis - GRC Jali based on design as per arch detail.. Structural Glazing - Saint Gobain or equivalent with solar control and thermal insulation (with dual colour scheme for elevation bands) (Approx. 20% of total elevation area) Murals in the façade wall- GRC / WPC of suitable shade and pattern.					
8	TOILET FITTINGS	FAUCETS- All faucets of chrome matt finish of Jaquar or equivalent of international standard SANITARYWARE- Jaquar or equivalent – wall mounted EC , Urinals, Wash Bowl over slab for Wash Basin etc. of international standard.					

NOTES:

1. All design, patterns and actual sizes of materials shall be as per drawings and samples approved.
2. All items to be read in conjunction with relevant technical specifications.
3. Actual dimensions may vary at site, for which Concessionaires shall prepare shop drawing and obtain approval from the DST before starting the work.
4. Concessionaire shall coordinate with DST for all designated systems for interface requirements and incorporate them in the shop drawings for finishing works.

SCHEDULE F: List of Applicable Permits

The Authority will provide all the necessary support to the Concessionaire to obtain clearances* required for the project. An indicative list of clearances required for the project is provided in the table below:

Table 9.1: Indicative List of Clearances

Building Construction Permission	Local Authority / Municipal Corporation of Ballabgarh
Heritage Clearance	Permission from ASI/ relevant Authority
Water & Sewerage Connection	Concerned Authority
Shifting of Services and utilities	State Transport department, Local Authority, PWD
Traffic Management during operation	Traffic Police
Application for PAN, sales tax and other tax registrations etc.	Concerned departments of Government of Haryana and Government of India (GoI)
Electricity connection	Respective Electricity Corporations in Haryana
Clearance for employing labor-Primary Employer	Labour Commissioner
Clearance for blasting and use of explosives	Concerned Authority/ Commissioner of Explosives and Police Department, GoH
Employment of migrant labour	Labour Commissioner
Storage of sludge/silt	Haryana State Pollution Control Board
Environmental Clearance	MoEF
License for commercial activities	Concerned Authority
Realignment and channelization of Nallas	Concerned Authority, Haryana PWD
Installation of Lifts	Concerned Authority
Fire safety equipment	Concerned Authority /Police Department
Drains and Sewers	Concerned Authority, Haryana PWD (B&R)
Diesel Generator	Haryana State Pollution Control Board
Labour Camps	District Health Officer
Working in Night Shifts	Concerned Authority, Police Department
Re-routing of vehicular traffic	Concerned Authority, Traffic Police
Completion Cum Occupancy Certificate Stage	
Completion certificate from local authority	
Approval from the Lift Inspector- Required for installing lift in the building	
Consent to operate from State Pollution Control Board	
NOC from Weight and measurement Department as per Legal Metrology Laws	
NOC from explosive department	
NOC from Industry department	
NOC from labour department	

*The above list is indicative and not necessarily completes or accurate. The Concessionaire shall make his / her own assessment of the statutory clearances required and shall be responsible for obtaining all such clearances. The Concessionaire shall at all times, obtain and maintain all Applicable Permits which are required by Applicable Law to undertake the Project. Charges for all permits etc. shall be borne by the Concessionaire.

SCHEDULE G: Format of Bank Guarantee for Performance Security

PROFORMA OF BANK GUARANTEE – I

(To be issued by a Scheduled Bank in India)

THIS DEED OF GUARANTEE executed on this the ---- day of ---- at ---- by -----
----- (Name of the Bank) having its Head/Registered office at -----
----- hereinafter referred to as “the **Guarantor**” which expression
shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of Directorate of State Transport, Government of Haryana, hereinafter called
“Authority” or “DST” (which expression shall include its successors and assigns);

WHEREAS

- A. By the Concession Agreement dated ----- entered into between Authority and M/s. ----- Limited, a company incorporated under the Companies Act, 2013 having its registered office at ----- hereinafter called “the **Company**”, (“the **Concession Agreement**”) the Company has been granted the Concession to implement the project envisaging construction, operation and maintenance of ----- on build, operate and transfer basis.
- B. In terms of the Concession Agreement, the Company is required to furnish to Authority, an unconditional and irrevocable bank guarantee for an amount of Rs. ----- (Rupees ----- only) as performance security for due and punctual performance/discharge of its obligations under the Concession Agreement.
- C. At the request of the Company, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Concession Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.
2. The Guarantor hereby guarantees the due and punctual performance by the Company of all its obligations under the Concession Agreement.
3. The Guarantor shall, without demur, pay to Authority sums not exceeding in aggregate Rs. ----- (Rupees ----- only), within five (5) days of receipt of a written demand therefor from Authority stating that the Company has failed to meet its performance obligations under the Concession Agreement during the Construction Period. The Guarantor shall have no obligation to go into the veracity of any demand so made by Authority and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other Person.

4. In order to give effect to this Guarantee, Authority shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non-exercise/ delayed exercise of any of its rights by Authority or any indulgence shown by Authority to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by Authority or any indulgence shown by Authority provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Guarantor of all its obligations hereunder.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON
THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by ----- Bank by the hand of

Shri -----

its ----- and authorised official.

SCHEDULE H: Project Completion Schedule

1 Project Completion Schedule

The Concessionaire shall adhere to the following Schedule for each of the Project Milestones (the "Project Completion Schedule").

Table 5.1: Project Milestones

SN	Project Milestone	Timelines (from Compliance Date)	Measure of Achievement of Project Milestone
1	Project Milestone -1	3 months	Incurred minimum 15% (fifteen per cent) of the BPF Project Cost as set forth in the Financing Documents
2	Project Milestone -2	6 months	Incurred minimum 35% (thirty five per cent) of the BPF Project Cost as set forth in the Financing Documents
3	Project Milestone -3	12 months	Incurred minimum 70% (seventy per cent) of the BPF Project Cost as set forth in the Financing Documents
4	Project Milestone -4 (Scheduled Construction Completion Date)	18 months	Issuance of Completion certificate or Provisional Completion Certificate

Within 15 (fifteen) days of the date of each Project Milestone, the Concessionaire shall notify Authority of such compliance along with necessary particulars thereof.

2 Extension of period

The Scheduled Construction Completion Date for Commercial Facility or BPF may be extended in terms of this Agreement upon written request to the Authority. Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Construction Completion Date, under and in accordance with the provisions of this Agreement, the Construction Period shall be deemed to have been amended accordingly.

SCHEDULE I: Vesting Certificate

1. Directorate of State Transport, Government of Haryana, having its office at _____, (the "Authority") refers to the Agreement dated _____ (the "**Agreement**") entered into between the Authority and _____ (the "**Concessionaire**") for development of Bus Terminal with Commercial Facilities at Ballabgarh (the "**Project**") on design build, finance, operate and transfer ("**DBFOT**") basis.
2. The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the divestment requirements set forth in Clause 14.6 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.
3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the divestment requirements and/or relieving the Concessionaire in any manner of the same.

Signed this ____ day of _____, 20__ at [_____].

AGREED, ACCEPTED AND SIGNED
DELIVERED

SIGNED, SEALED AND

For and on behalf of
CONCESSIONAIRE by:

For and on behalf of
Authority by

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

(1) _____ (Signature)

(2) _____ (Signature)

_____ (Name)

_____ (Name)

_____ (Designation)

_____ (Designation)

_____ (Address)

_____ (Address)

SCHEDULE J: Completion Certificate

- 1 I, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated (the “**Agreement**”), for Development of Bus Terminal at Ballabgarh, Haryana to be executed (the “**Project Bus Terminal**”) on design, build, finance, operate and transfer (DBFOT) basis, through (Name of Concessionaire), hereby certify that the Tests specified in Article 14 of the Agreement have been successfully undertaken to determine compliance of the Project Bus Terminal with the provisions of the Agreement, and I am satisfied that the Project Bus Terminal can be safely and reliably placed in commercial service of the Users thereof.
- 2 It is certified that, in terms of the aforesaid Agreement, all works forming part of Project Bus Terminal have been completed, and the Project Bus Terminal is hereby declared fit for entry into commercial operation on this the day of 20.....

SIGNED, SEALED AND DELIVERED For and on
behalf of the INDEPENDENT ENGINEER by:

(Signature) (Name)
(Designation) (Address)

PROVISIONAL CERTIFICATE

- 1 I, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated (the “**Agreement**”), for Development of Bus Terminal at Ballabgarh, Haryana to be executed (the “**Project Bus Terminal**”) on design, build, finance, operate and transfer (DBFOT) basis through (Name of Concessionaire), hereby certify that the Tests specified in Article 14 of the Agreement have been undertaken to determine compliance of the Project Bus Terminal with the provisions of the Agreement.
- 2 Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. (Some of the incomplete works have been delayed as a result of reasons attributable to the Authority or due to Force Majeure and the Provisional

Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire, I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Bus Terminal, pending completion thereof.

- 3 In view of the foregoing, I am satisfied that the Project Bus Terminal can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project Bus Terminal is hereby provisionally declared fit for entry into commercial operation on this the day of 20.....

ACCEPTED, SIGNED, SEALED AND DELIVERED For and on behalf of CONCESSIONAIRE by: (Signature) (Name and Designation) (Address)	ACCEPTED, SIGNED, SEALED AND DELIVERED For and on behalf of INDEPENDENT ENGINEER by: (Signature) (Name and Designation) (Address)
--	--

SCHEDULE K: Maintenance Requirements

1. Operations Management

1.1. General

During the maintenance period, the Concessionaire shall undertake the prescribed operations and shall maintain the Bus Terminal Facilities in accordance with the Concession Agreement. The following goals shall be include in the operation and maintenance strategy for the Bus Terminal Facilities by the Concessionaire:

- (a) Perform maintenance on routine and periodic basis.
- (b) Provide and operate functional facilities that (i) meet the Bus Terminal requirements; (ii) have an environmentally acceptable atmosphere for users of the facility; (iii) ensure the safety of staff and the passengers.
- (c) Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
- (d) Establish a maintenance list for planned operation of utilities and maintenance thereof. Follow an orderly program so that maximum operational efficiency is enhanced.
- (e) Conserve energy and resources by ensuring maximum operating efficiency of energy-consuming equipment and systems.
- (f) The users of the Bus Terminal are to be provided well-maintained facilities and adequate information.
- (g) Identify and implement possible improvements that will result in more efficient operation.
- (h) Establish data collection systems to develop:
 - (i) uniform reporting formats
 - (ii) use of electronic data processing
 - (iii) supervisory and management control reports
 - (iv) seamless transfer of information between departments through communications and manuals.
- (i) Institute systems for reporting historical data and operating statistics

1.2. Maintenance Works

The Concessionaire shall perform routine and periodic maintenance activities for Bus Terminal Facilities viz, civil, mechanical and electrical works and equipment, furniture and fixtures for meeting the laid performance standards. For the carried out maintenance works during the maintenance period the Concessionaire shall submit reports as described in subsequent sub-sections. The Concessionaire shall utilize as far as possible mechanized equipments and methods to perform these obligations.

The Concessionaire shall use all possible and updated technology in sanitation, solid waste management and disposal and rainwater harvesting for better upkeep and maintaining the best hygienic conditions in the Bus Terminal.

The various Facilities that are to be maintained by the Concessionaire towards fulfilment of its obligations set out in the Concession Agreement include the Project Facilities specified in Schedule B.

1.3. Routine Maintenance Works

1.3.1. Maintenance of Bus Circulation Area, Parking Area and Approach Roads

The maintenance of the bus circulation area, parking area and approach roads including services lanes, if any shall include the planned on-going works and activities required to ensure safety, repair, small defects and to maintain the pavement in the required condition. It also includes carrying out of unscheduled maintenance works occasioned by irregular events such as accidents, natural failures, abnormal weather and the like. The activities of management and maintenance of approach roads and bus circulation area in the Bus Terminal shall be carried out by the Concessionaire such that the buses are able to circulate at a certain level of comfort and safety to achieve the required service time at the bays.

Maintenance Standards for Bus Circulation Area, Parking Area and Approach Roads

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
1	Potholes	Maximum 5 numbers in the bus circulation area, parking area, approach roads and service lanes.	Potholes must be repaired within seven (7) days after their detection.
2	Patches	Patches (i) shall be square or rectangular, (ii) shall be level with surrounding pavement, (iii) shall be made using materials with specifications same as those used for the surrounding pavement, and (iv) shall not have cracks wider than three (3) mm.	Non-complying patches must be repaired within seven (7) days after their detection.
3	Cracking pavement in	There shall not be cracks more than 3 mm wide. Maximum allowable cracking shall be 5.0% in the bus circulation area.	Cracks more than 3 mm wide must be sealed within seven (7) days after their detection.
4	Rutting	Rutting shall not be more than 20 mm. Measured on a 2m straight edge. Maximum allowable rutting shall be 1.0% in the bus circulation area.	Rutting above threshold value must be eliminated within fifteen (15) days.
5	Cleanliness of the	The area must always be clean	The area must be cleaned

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
	pavement surface, road surface	and free of soil, debris, trash, spill off Oil/Lubricants, dead animals and other objects etc. There should not be any standing water on the pavement.	daily. Dirt, debris and obstacles must be removed: (a) Within four hours if they pose a danger to traffic safety (b) Within eight hours if they do not pose any danger to traffic safety.
6	Pavement Surface Drainage	No water logging or standing water.	Temporary restoration within one day and permanent restoration within seven days.
7	Traffic Signs, Road/Pavement Markings	These shall be legible, clean and visible at all times.	Any damages/wearing shall be repaired and rectified within three days. The damaged and missing signs shall be replaced within fifteen days.
8	Storm Water Drainage System	There should be no silting and lockage in drains. The drains shall be free of any obstacles, solid waste. The drainage appurtenances shall be without any cracks. There shall be no leakages from the pipes. Thorough inspection shall be done before and during the monsoon season.	Obstructions must be cleared within two days after detection. Damages must be repaired within seven days after detection by reconstructing to the adequate shape and size. De-silting operations should be done once in a month with minor repairs if needed. During Monsoon, any blocked vent ways shall be cleaned as soon as possible.
9	Natural and Mechanical Ventilation for multi storey / basement parking	To meet the required illumination level as specified	Any disruption to mechanical ventilation if provided shall be rectified within 24 hours. Arrangements for natural ventilation like skylits, ventilators, shafts etc shall be cleaned after every 5 days.
10	Exit Routes and Stairways	To keep all exit routes and stairways/ramps clear of any obstruction. Provide Inverter/UPS based lighting.	Obstruction to exit routes/stairways/ramps shall be cleared on regular basis and emergency illumination.
11	Damage / Breach to the Compound Wall	No Damage / Breach allowed	Any damage / breach to the boundary wall of the Bus Terminal shall be rectified within three (3) days after their detection.
12	Bus Stoppers	Without any damage	Any damage to the bus stoppers shall be rectified within 2 days.

1.3.2. Maintenance of Bus Terminal Building, Offices, Cabins and Other Structures

The maintenance of the Bus Terminal building, offices, cabins and other structures in the Bus Terminal serving as passenger and administrative facilities require routine and periodic maintenance. Timely intervention is to be done to maintain the structural adequacy and the aesthetics of the structural elements. During the periodic maintenance, activities like painting shall be done to the walls, roofs, columns and other elements along with joinery, doors, windows, ventilators and other wooden furniture or carpentry works. Building services like water supply, electric supply, sanitation, ventilation shall function normally at all times.

Maintenance Standards for Bus Terminal Building, Offices, Cabins Other Structures and Common Areas and Facilities

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
1	Building Exterior and Interior	There should be no cracks, paint wearing, scaling of plaster, deflection of any structural elements like walls, roofs, columns etc. Maximum tolerance of 5 % per 1000 sq.m. area.	Timely intervention within two days of detection of any defects and permanent restoration within fifteen days to maintain structural adequacy and façade beauty.
2	Housekeeping	There should be no accumulation of dust on the floors, furniture, racks, cupboards etc of the offices, cabins and other rooms.	The floors in all the offices, cabins shall be cleaned/wiped daily. Furniture, doors and windows, racks, cupboards shall be dusted daily.
3	Electricity gadgets like bulbs / lamp shades / wiring etc.	Operational at all times	Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by DST/ Authority
4	Utilities like water supply / tap / tap connections / pipe / tanks & overflow / glasses / window panes / all other building furniture	Operational at all times	Timely intervention with Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by DST/ Authority
5	Ventilation	The natural ventilation and air circulation shall not be blocked. The artificial ventilation installations like exhausts, fans, blowers shall function properly.	The ventilators, sky-lites, exhausts, fans, blowers etc shall be cleaned after every two days. Any damage shall be repaired and rectified within seven days.

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
6	Power Supply, Electrical Installations, Electrical Equipments	Power supply shall be for 24 hours. Standby power arrangements by use of Diesel Generator sets. The electrical systems and arrangements shall be maintained as per the instructions of the installation, operation and maintenance manual of the particular system. Routine maintenance for earthing systems and meters indicating overloading of electrical installations. No loose, open, un-insulated wiring in these areas. Switch Boards, Electric meters are enclosed in boxes and access to authorized persons only.	Timely intervention with Temporary measures within 6 hours, permanent restoration within seven days, depending on nature and intensity of work required as decided by DST/ Authority. Standby power supply by DG sets shall be ready to be operated and should be available 24 hours
7	Bus Terminal Lighting	Operational at all times	Temporary measures within 8 hours and permanent restoration within 7 days of detection.
8	Water Supply, Plumbing Installations	Water Supply shall be for 24 hours. The water shall be disinfected by usage of approved chemicals and should be as per CPHEEO guidelines or Municipal Corporation drinking water standards. The water conveyance network, plumbing appurtenances, pumps and related components shall be checked periodically. If any leakage, corrosion, damages etc is found, it should be replaced. Hydraulic test shall be carried out to detect any leakage in the pipes prior to regular functioning of pipes. All the pipes and fittings shall be painted with anti-corrosive paint to avoid corrosion in future. All the pipes shall be repainted every 3 years.	Timely intervention with Temporary measures within 8 hours, permanent restoration within seven days, depending on nature and intensity of work required as decided by the DST/ Authority.
9	Internal Drainage	All internal drainage pipes and fittings shall be of cast iron and shall comply with standard specifications. All the pipes and joints shall be checked periodically to detect any leakage	Any blockage, silting in these installations shall be rectified within two days of detection. Any damage to sewer system shall be rectified within seven days of

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
		and if found, the same shall be repaired as per the relevant IS standard and R&B Specification. All the pipes shall be repainted every 3 years.	detection.
10	External Drainage	All the pipes shall be of salt glazed stoneware and laid in slopes as specified and shall comply with standard specifications. All the manhole frames and covers shall be of cast iron of required size and shall comply with standard specifications. Periodical checks shall be carried out for any overflow, breakage or cracking of pipes, blockage, etc through inspection chamber.	
11	Sanitary Installations	All the sanitary vessels shall be of approved Indian make and shall comply with standard specifications. Sanitary vessels are of different materials like GI, copper, stainless steel, etc. All the vessels shall be checked periodically and if found any disturbance like leakage, operational defect it shall be repaired as per the relevant IS standard and R&B Specification.	
12	Communication System (Telecommunication and Networking Systems)	Operational at all times	Temporary measures within 2 days and permanent restoration within 7 days of detection.
13	Fire Fighting Equipment	Operational at all times	Any damage to firefighting equipment installed in the terminal and the parking area shall be attended within two days
14	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted shall be rectified within 2 days of detection. Fire extinguishers shall be replaced before the end of its expiry date. The water tank meant for

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
			firefighting purpose shall remain flooded with water to its capacity at all the times.
15	Water Tank	Functional and clean at all times	Water tank shall be cleaned and disinfected every two months (by usage of approved chemicals) to ensure that no inorganic sedimentation takes place.
16	Rain Water Harvesting System	Operational and clean at all times during the monsoon season. Clean during the other seasons of the year	Temporary measures within 2 days, and permanent restoration within 7 days of detection. Rain water system should be desilted/ cleaned before rainy season.
17	Solid Waste Management System	Operational at all times	Temporary measures within 2 days, and permanent restoration within 7 days of detection

1.3.3. Maintenance of Passenger Concourse Area, Subways & Corridor Space etc.

Passenger Circulation & Concourse Area, Subways and Office Corridor Space maintenance shall include the entire house keeping activities requiring routine and periodic maintenance. Annual maintenance shall be done for all electrical and mechanical equipments and accessories like fans, lighting arrangements etc. in these areas.

Maintenance Standards for Passenger Concourse Area, Subways & Corridor Space etc.

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
1	Passenger Platform and Concourse Area, Ramps for handicapped	The platform and concourse areas must always be clean and free of soil debris, trash and other objects. Flooring, skirting, dado tiles should not bear cracks or missing. Oily, greasy surface owing to any spillage shall be cleaned immediately. Use mechanical means like floor wipers, vacuum cleaners etc. for cleaning purposes	Soil debris, trash and other objects shall be removed within 2 hours. Damaged or missing tiles shall be replaced and repaired within three days. The platform shall be wiped after every six hours.
2	Toilets and Urinals	The floor, dado, skirting should be clean and intact without any stains. The toilet and urinal pots, washbasins, cisterns, mirrors, taps shall not be damaged. The exhausts shall work properly. There should not be accumulation of water	These shall be cleaned after every four hours with disinfectants. Damaged toilet and urinal pots, washbasins, cisterns, mirrors, taps shall be replaced within seven days

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
		or waste in the toilet blocks. Water supply shall be maintained for 24 hours. Use mechanical means like floor wipers, vacuum cleaners etc for cleaning purposes A minimum of 95% toilets, bathrooms and urinals shall be functional	of detection. Non-functional Toilets, Urinals, bathrooms shall be demarked with suitable sign boards.
3	Drinking water	Water supply shall be for 24 hours.	Water supply shall be available
4	Chambers	Water quality in all the seasons shall be as per CPHEEO guidelines or Municipal Corporation drinking water standards. The taps and other plumbing fixtures shall not be damaged. A minimum of 95% drinking water chambers shall be functional. 24 hours working of water purification system and water coolers.	for 24 hours. Drinking water quality in all the seasons shall be as per CPHEEO guidelines or Municipal Corporation drinking water standards. The chambers shall be internally cleaned after every six hours to remove any stains, waste etc. Any damaged fixtures or tiles in the water chambers shall be replaced, repaired within seven days of detection. Internal cleaning of water tank for drinking water chambers after every two months. Water purification system and water coolers should be serviced regularly. Any fault should be repaired within 2 days and permanent repairs/replacement should be made within 7 days.
5	Dustbins, spittoons etc.	The dustbins shall contain disposable plastic bags placed along the inner wall of the dustbin. All waste and garbage shall be dumped in a safe place while emptying the dustbin. A minimum of 95% dustbins, spittoons shall be functional.	The dustbin shall be emptied after every six hours or earlier if it is full or if creates foul smell in the neighbourhood.
6	Information Signages and Display Boards	These shall be placed such that they are legible, visible and display updated information. Total number of signages and boards damaged shall not be more than 2% of the total number	These shall be cleaned once in a week. Damaged information signages and boards shall be replaced, repaired within 7 days of their detection. Damaged Warning and Cautionary signage's such as electricity board, high voltage signs etc shall be repaired within a day of their detection

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
7	Seating Arrangement	Total number of seats damaged shall not be more than 2% of the total seats.	Any damaged seat shall be repaired, replaced within seven days of detection. These shall be cleaned daily and checked that they are firmly fixed/grouted to the platform with the base.
8	Power Supply, Electrical Installations, Electrical Equipment	Power supply shall be for 24 hours. Standby power arrangements by use of Diesel Generator sets. No loose, open, un-insulated wiring in the Bus Terminal. Switch Boards, Electric meters are enclosed in boxes and access to authorized persons only. Routine maintenance for earthing systems and meters indicating overloading of electrical installations	Timely intervention with temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by Authority.
9	Waiting Halls (Deluxe and General), Dormitories, Rest Rooms	These shall be maintained neat and clean by use of mechanical means like floor wipers, vacuum cleaners etc. The artificial ventilation sources like exhausts, fans, blowers shall function properly.	The floor shall be wiped every four hours. Toilet blocks are to be cleaned after every four hours. There shall be a regular appointment of an attendee in the deluxe waiting hall
10	Walls	No stains, splits, weathered paint to be left exposed	Any stains, splits, weathered paint on the walls of the Bus Terminal buildings, offices, shops, toilets, canteen shall be cleaned within 2 days
11	Flooring, Skirting, Dado finishes	Total damaged area shall not be more than 2% per 1000 sq.m.	Any damaged, missing, crack tiles in Flooring, Skirting, Dado finishes shall be repaired, replaced within seven days of detection
12	Staircases, Subways, Ramps	Clean and fully functional	These shall be cleaned at least twice a day. Damaged handrails, risers or treads shall be repaired within three days after detection.
13	Illumination (Lighting)	To meet the required illumination level as specified.	The ventilators, sky-lights etc. serving as source of natural ventilation and other luminaries for artificial lighting shall be cleaned once in seven days to maintain the illumination level.

1.3.4. Maintenance of Landscaped Area

The operator of Bus Terminal should maintain the landscaped area in the Bus Terminal

by ensuring that greenery is maintained owing to proper growth of plants, trees and shrubs. Sprinkler system and drip irrigation can be provided for saving water and water fountains could be used for enhancing the aesthetics of the area.

Maintenance of Landscaped Area

SN	Item of work	Nos./Qty./Frequency Required
(i)	Pruning & trimming of trees/shrubs creepers etc.	Quarter Yearly / need based if they cause hindrances in sight distance, visibility and movement of passenger and vehicular traffic.
(ii)	Hedges Cutting	Monthly
(iii)	Any other item (Horticulture, Civil, Elect, U/F water supply) required for proper maintenance	On need basis / max 7 days of detection
(iv)	Irrigation	Daily in summer season and twice a week during winter and need based
(v)	(i) Manuring (ii) Fertilization	a) Trees/palms - once in every three months b) shrubs/grounds covers –monthly c) Grass -once every three months.
(vi)	Lawn Mowing & trimming of shrubs	Monthly or as and when required.
(vii)	Plant Protection	Pest-Fortnightly Disease control-Fortnightly during rainy season and monthly in other seasons
(viii)	Cultivation & Weeding	Monthly or earlier as per the requirement.
(ix)	Seasonal Flowers	Wherever feasible
(x)	Top dressing with soil &/or manure	Yearly
(xi)	Repair & replacement of plants, levelling etc.	As and when required

1.3.5. Complaint Register

The Concessionaire shall see that complaint register is available in the Public Relation Office at all times. The concessionaire shall hand over the register to Authority / Maintenance Board when asked for.

1.4. Periodic Maintenance Works

Apart from the routine maintenance works, the following periodic maintenance works shall be carried out for the Bus Terminal Facilities indicated above in Section 2 of this Schedule.

Periodic Maintenance

SN	Periodic Maintenance Activities	Time Limit for Maintenance/Renewal
1	Repainting of road furniture, delineators, markings etc.	Once in a year
2	Repainting of Bus Terminal Facilities	Once in three years

SN	Periodic Maintenance Activities	Time Limit for Maintenance/Renewal
3	Repainting of carpentry work like joinery, doors, windows, ventilators, wooden furniture in the offices, cabins, booths etc.	Once in three years
4	Plaster Work	Plaster work shall be replaced every 7 years
5	Flooring Works	Glazed tiles and ceramic tiles floor should be replaced every 10 years. Kota stone floor should be replaced every 15 years. China mosaic flooring should be replaced every 10 years.
6	Roofing Works	Roofing sheet should be replaced every 20 years.
7	Water Proofing Works	Water proofing work should be replaced every 12 years.
8	Anti-Termite Treatment	Anti-Termite treatment should be done every 10 years.
9	Water Supply and internal drainage Pipelines	All water supply and internal drainage pipes to be painted with anti-corrosive paint. All pipes to be repainted every 3 years.
10	Resurfacing of Pavement	Cracks and settlements in rigid pavement shall be repaired. Joints to be redone after every three years.
11	Mechanical Equipment	Once in a year and as per manufacturer's installation, operation and maintenance instruction manual.
12	Electrical Equipment	Once in a year and as per manufacturer's installation, operation and maintenance instruction manual.
13	Insects, pests spray management	Once in a year and as per operational requirement.

2. Operations Management

2.1.1. Operations Management

The operations management is related to the Bus Terminal Facilities. This includes the following Bus Terminal operations:

- (a) Management of inflow and outflow of buses;
- (b) Allocation of bays in the Bus Terminal including idle parking of buses;
- (c) Streamlining of traffic flows and circulation pattern;
- (d) Functioning of passenger and crew amenities;
- (e) Collection of lease rentals and other user charges;
- (f) Information and communication systems including public address system;
- (g) Other Bus Terminal operations include functioning of break down services, providing emergency response system, regular security and scheduled inspections;
- (h) Undertaking traffic management measures in internal circulation during routine and periodic maintenance activities.
- (i) Implementing the Management Information System (MIS) that would help in monitoring of the operation and maintenance activities in the Bus Terminal.

The Bus Terminal shall remain operational 24 hours a day and throughout the year. The operations management shall include the following:

- (a) Regular Operations
- (b) Emergency Operations
- (c) Inspections

2.2. Regular Operations

Regular operations shall include the following:

- (a) Permitting smooth and uninterrupted flow of traffic during normal Bus Terminal operating conditions.
- (b) Functioning of the various passenger amenities and the parking facilities.
- (c) Functioning of the various building services and utilities.
- (d) Traffic management within the Bus Terminal during routine and periodic maintenance.
- (e) Collection of lease rentals from the Commercial Facility and Passenger Amenities (on Commercial basis) within the Bus Terminal Facility and other user charges as set out in Schedule P.

The responsibility of the following operations at all times in the Bus Terminal shall rest with the Concessionaire:

Regular Operations

SN	Component	Operation
1	Bus Terminal	It shall remain operational 24 hours a day, throughout the year. The bus traffic has to be managed very efficiently especially during the peak hours of the day along with the passenger traffic to ensure that the buses get the desired service time at the alighting and boarding bays. This shall include streamlining the bus traffic flow and internal circulation including bus bay allocation (alighting, boarding and idle) including traffic at Entry and Exit, ramps, interconnecting structures such as subways, bridges etc. for vehicles and passengers. The arrival and departure of the buses shall be as per the bus timetable issued by Authority. The Concessionaire shall ensure that the buses occupy the proper designated bay. The bus bays shall be allocated for the various routes. It shall be ensured that the bus circulation is not in conflict with other vehicular or passenger movement while at entry and exit from the Bus Terminal.

SN	Component	Operation
2	Information & Communications System, Displays, Public Address System	The announcements and displays of the bus route, arrivals and departures shall be clear, legible, audible and updated at all times. The Information, Warning and Cautionary Signage's if damaged shall be replaced within the allowable time period indicated above. The digital display items shall remain operational for passenger convenience 24 hours a day throughout the year. Any change in the bus timetable, fares, routes etc shall be immediately updated on the respective display, information boards. Information should be in Hindi and English. Public Address System shall remain operational for 16 hrs (5 AM to 9 PM).
3	Waiting Halls (both deluxe and general), Dormitories, Toilet Blocks, clock room and Water Chambers	It shall remain operational 24 hours a day, throughout the year Bus Terminal for the public. The passenger traffic has to be managed very efficiently especially during the peak hours of the day to ensure that the passengers get the desired level of service and comfort.
4	Public Relationship office	Public relationship office shall remain operational 24 hours a day with staff throughout the year for the public.
5	Parking Area	The parking area shall be open to the private and IPT vehicles for 24 hours throughout the year. There shall be 24 hours staffing for parking fee collection. The Concessionaire has to ensure that the vehicles are parked at the designated parking areas for each category of vehicles. Wrongly parked vehicles shall be towed away upon notice.
6	Security	The Bus Terminal electronic security system and security staff shall be for 24 hours throughout the year to ensure safe operations during day and night. They shall suitably guard Bus Terminal facilities and keep a strict vigil on the passenger movements.
7	Water Supply	Water Supply shall be available for 24 hours at all the desired places like toilets, waiting halls, rest rooms, shops, other commercial facilities, firefighting tank, drinking water chambers, offices and canteen kitchen.
8	Electricity and Lighting	Electricity shall be available for 24 hours. The Bus Terminal Facilities shall be illuminated at the required level of illumination. During night times common areas should be sufficiently illuminated to ensure visibility and safety to users
9	Standby Diesel Generator Sets	Standby diesel generator sets to supply power to the Bus Terminal must be available at all times in case of disruption or breakdown in power supply.
10	Telecommunication and Networking Equipments	These shall remain functional throughout to maintain interconnectivity between the various Bus Terminal Facilities and offices.
11	Sewerage, Drainage Sanitation, Rain	This shall remain functional for 24 hours a day and throughout the year to avoid and overflow or foul smell within the bus terminal premises.

SN	Component	Operation
	Water Harvesting and Solid Waste Management	
12	Bus Terminal Operation and Maintenance Office	This shall remain open for 24 hours a day and throughout the year with staffing in three shifts to ensure the normal functioning of the regular operations of the Bus Terminal.
13	Management Information System: Record of Inflow & Outflow of buses	Management Information System shall remain operational for 24 hours a day and throughout the year with proper staff to maintain the correct data in digital format, which shall be accessible to DST at short notice, wrt to buses traffic flow and any other data as desired by DST: <ul style="list-style-type: none"> (i) Time of Bus Entry & Exit (ii) Origin & Destination of Bus (iii) Arrival & Departure Time of Bus (iv) Display of Bus Arrival & Departure (v) Other Information and database related to operation

2.3. Emergency Operations

The Concessionaire shall be responsible for minimizing disruption to the traffic in the event of accidents/breakdowns and/or incidents affecting the safety and use of the Project Facility by providing adequate warnings, informatory signs etc. and by maintaining liaison procedures with emergency services. This is achieved by the provision of the following:

- (a) Declare a state of emergency and inform Authority
- (b) Shove back passengers from the affected area
- (c) Co-ordinate with the emergency services and inform them
- (d) Reorganize the operations with proper information, sufficient number of warning, regulatory, information signs, displays or temporary change in bus circulation or passenger circulation.
- (e) Attend to the affected area using manpower, machinery at Concessionaire's disposal
- (f) Clear the affected site and arrange for repairs
- (g) Make a report of the incident to Authority

The Concessionaire shall evolve a comprehensive recovery plan for the restoration of the breakdown in the operations. The plan must be documented by record keeping procedures. The recovery plan shall include the following Facilities:

- (a) Identify and prioritize essential facility functions for recovery
- (b) Procedures for repairs / rebuilding / modifications if any,
- (c) Contingencies for alternate data processing / protection of vital records
- (d) Identify possible alternative traffic circulation / parking plans
- (e) Documentation process for after action reports
- (f) Liasoning with the nearby emergency services such as trauma centers, hospitals, police station, fire brigade office.

2.4. Inspections

The Concessionaire shall program periodic inspections of the Bus Terminal, as detailed below, for its smooth operations covering the following elements:

- (a) Primary and Secondary building structure including structural systems, walls, floors, ceilings, doors, windows, lighting etc.
- (b) Building electrical systems, including electrical gadgetry, main switchgear, sub panels, fire alarms, motors, emergency lighting and generators
- (c) Internal and External Lighting in the Bus Terminal
- (d) Building mechanical systems, including plumbing, ventilation, exhausts and air conditioning
- (e) Electrical distribution systems, including high voltage distribution systems, underground conduit and switchgear
- (f) Water distribution systems, valves, distribution heads, fire hydrants, underground and overhead water storage tank and pumping chamber. Inspect for corrosion, insulation, deterioration and leakage
- (g) Sewer system, including manholes, storm and domestic sewage and valves. Inspect for general system deterioration, leaks and pipe deterioration.
- (h) Pavement areas both in the Bus Terminal.
- (i) Traffic signs and Road Markings.
- (j) Storage areas for potentially hazardous work materials.
- (k) Information System

The Concessionaire shall follow three types of investigations

Visual Inspection	Visual Inspections are broad general inspections carried out quickly and frequently by the maintenance engineers having knowledge of the facility. The purpose of this visual inspection is to report the deficiencies and damages, which could lead to maintenance problems. Such inspections should be frequent. The visual inspection may be carried out by visual assessment with careful observation of the specific object/item of the Project Facility for identification and for quantification of the deficiencies or damages of the Project Facility
Close Inspection	The close inspection may be visual and/or supplemented by standard instrumental aids for assessment of defects/deficiencies of Project Facility with careful observation of specific element(s). The close inspection may be daily/ periodic but it is more intensive and would require detailed examination of element of the Project Facility. It should cover all the aspects of the specific element of Project Facility against a checklist. The close inspections are to be carried out quite frequently depending upon the nature of the element of Project Facility. This inspection is to

	be carried out by the Maintenance Engineer having good knowledge of facilities of similar nature and theoretical background to analyze the nature, and extent of defects/deficiencies, suggest suitable remedial measures to rectify/remedy them.
Thorough Inspection	A thorough inspection is comprehensive and detailed for assessment of defects/deficiencies of the Project Facility by visual inspection or with aid of standard equipment and non-destructive testing where necessary. Such an inspection is to be carried out on the basis of comprehensive checklist of items related to the materials, condition and situation of the structure etc. The checklist is to be prepared meticulously well in advance of inspection.

FREQUENCY OF INSPECTIONS

The inspection frequency of various items of the Bus Terminal has been indicated in the following table. The frequency of inspection can be suitably revised in consultation with Authority if the emergencies so warrant. This is an indicative list. The same shall be prepared in an exhaustive manner covering all the assets and facilities to be maintained in the Bus Terminal in the Operation and Maintenance Manual. The objective and minimum frequency of inspections under normal circumstances shall be as under. If the exigencies arise, the interval of inspection shall be reduced.

Frequency of Inspections

SN	Item	Daily	Monthly	In case of Structural Defects	Before and after rainy season
1	Bus Circulation and Parking Area	◆	C	λ	Λ
2	Passenger Circulation & Concourse Area	◆	C	λ	
3	Ticket Counters, Enquiry and Reservation offices	◆	C	λ	
4	Supporting Infrastructure including Storm water drainage	⊜	C	λ	Λ
5	Water supply and Sanitation, Sewerage System, Rain Water Harvesting, Solid Waste Management	⊜	C	λ	Λ
6	Display Boards, Information Signages	◆	C	λ	
7	Traffic Signs, Pavement Marking	◆	C	λ	Λ

SN	Item	Daily	Monthly	In case of Structural Defects	Before and after rainy season
8	Waiting halls, Toilets blocks, other utilities	♦	C	λ	
9	Lighting	♦	C	λ	
10	Mechanical & Electrical Equipment	♦	C	λ	Λ
11	Passenger Amenities & Facilities	♦	C	λ	
12	User Fee Collection System	♦	C	λ	

Legend

♦ Visual inspection

C Close inspection

Λ Thorough inspection

⊞ Visual inspection during rainy season only

COMBINED INSPECTIONS

The Concessionaire shall carryout combined inspections along with Authority on a regular basis. There shall be at least one combined inspection in every two months. However Authority is free to take up any additional inspection without notice to ensure the performance standards.

3. Operation & Maintenance Manual

The Concessionaire shall in consultation with the Authority prepare an Operation and Maintenance Manual. It shall set out the operation and maintenance standards and details of the operation and maintenance (O&M) activities to be undertaken during the Concession Period as per the requirements of the Concession Agreement.

The Concessionaire shall maintain the Bus Terminal Facility in traffic-worthy and Passenger worthy condition and the Bus Terminal's Ancillary Facilities in usable condition throughout the Concession Period or any extension thereof in terms of the Concession Agreement through regular maintenance and preventive maintenance of the various items and elements of the Project Facility.

The Operation and Maintenance Manual, shall include the activities described in this Schedule to the Concession Agreement, amongst other activities required for the regular, periodic, emergency and preventive maintenance during the O&M Period, so that the Bus Terminal is maintained in a manner that at all times it complies with the specifications and standards and at the time of Divestment of Rights and interests by the Concessionaire in terms of the Concession Agreement is sound, durable and in functional condition.

3.1. Reports

During the construction phase, the Concessionaire shall submit the various reports to the DST/ Authority. During the Operation and Maintenance period the reports and manual shall be submitted to Authority and Maintenance Board. The formats of the reports would be provided by the Concessionaire as part of the Technical Proposal or during the construction phase with approval of the DST. A total of three copies for each report shall be submitted to the concerned authority.

3.2. Assets Register

The Concessionaire shall carry out a joint inspection along with the DST to prepare the detailed inventory cum condition surveys of all the assets of the Bus Terminal. The formats for the surveys would be prepared by the Concessionaire and duly approved by the DST before the joint survey. The assets register shall include all the assets along with its condition at the time of the joint inspections. It shall be submitted within 45 days of signing of the agreement.

3.3. Detailed Reports

The Concessionaire shall submit a detailed design report based on the master plan. It shall include all the detailed working drawings, detailed structural drawings and detailed architectural drawings for the Bus Terminal. The construction shall progress only after the approval of the detailed designs by the DST. The project implementation schedule, transition plan, circulation and traffic management plan based on the master plan shall also be submitted finally along with the detailed design to the DST prior to any construction activity in the Bus Terminal. These reports shall be submitted within 90 days of signing of the agreement.

3.4. Construction Progress Report

This report would be prepared on a monthly basis during the construction of the facility. It shall include:

- (a) Inspection Reports relating to construction and functioning of the Bus Terminal during the construction period.
- (b) Construction Progress Works
- (c) Quality Assurance and Adherence to material specifications related reports

These reports shall be submitted to the DST within 7 days of the completion of each calendar month.

3.5. Operation and Maintenance Manual

The Concessionaire shall submit an approved O&M manual as specified in the Concession Agreement before the commencement of the operation of the Bus Terminal. The Concessionaire shall carryout discussion with DST/ Authority/Maintenance Board

and incorporate modifications recommended by them, prior to the submission of the final O&M manual.

3.6. Construction Report and Modified Assets Register

The Concessionaire shall submit a construction report to Authority, within 30 days of completion of construction activities. It shall contain as-built drawings of Bus Terminal. The operations manual is included in this report. The assets register shall be modified based on the upgradation works in the Bus Terminal. This report shall be submitted along with the construction report.

3.7. Maintenance Program Report

The Concessionaire shall submit to Authority and Maintenance Board within 28 days prior to the start of each Financial Year, the Maintenance Program Report for each of the facilities and components of the Bus Terminal. It should clearly detail the routine and periodic maintenance activities to be undertaken during the period.

3.8. Monthly Maintenance and Compliance Report

The Concessionaire shall submit a monthly maintenance cum compliance report to Authority and the Maintenance Board for any calendar month within 7 days of the next calendar month, which shall contain compilation of daily register of inspections and compliances undertaken. It shall give the summary of maintenance activities undertaken in a month. The report shall include the arrangements of men and machinery to undertake the maintenance activities within the stipulated time, and the efficiency of the same. It shall also include the contract value of the works executed during the month, any cost variations occurring due to changes in the law, any other variation which may have become due in accordance with the Concession Agreement, any claims of the Concessionaire, list of items requiring repair or maintenance and a maintenance plan for the next calendar month. The Concessionaire shall review the efficiency of maintenance activities with Authority /Maintenance Board and take necessary arrangements including additional men and machinery, if need arises.

3.9. Progress Report (Quarterly)

The progress report is to be submitted to Authority and Maintenance Board within 10th day of the calendar month. It shall contain details of all meetings, decisions taken, mobilization of resources, physical and financial progress. The report shall clearly contain performance data for the Bus Terminal along with the plants/equipments used for the maintenance activities. It shall also include the details of additional resources mobilized or to be mobilized for the projected maintenance activities.

3.10. Handing Over Report

The Handing over Report is the final report to be submitted by the Concessionaire to

Authority after completion of the Operation and Maintenance period. The report shall contain the summary of method of operations and maintenance; supervision performed, as built drawings if any, problems encountered and solutions undertaken during the Concession Period. It shall contain an updated assets register incorporating the condition and repair works undertaken for each of the assets.

3.11. Traffic Report

The Concessionaire shall maintain one register for usage of bus terminal by buses. Based on the information collected daily, the Concessionaire shall submit monthly traffic report indicating the daily frequency of buses. The traffic report shall be submitted to the Authority for any calendar month within 7 days of the next calendar month.

SCHEDULE L: Safety Requirements

1 Guiding Principles

- 1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on the Project Bus Terminal, irrespective of the person(s) at fault.
- 1.2 Users of the Project Bus Terminal include motorised and non-motorised vehicles as well as pedestrians involved in, or associated with accidents. Vulnerable Users include pedestrians as well as riders of motorised two-wheelers, bicycles and other vehicles which do not provide adequate occupant protection.
- 1.3 Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.
- 1.4 Safety Requirements include measures associated with traffic management and regulation such as road signs, pavement marking, traffic control devices, roadside furniture, highway design elements, enforcement and emergency response.

2 Obligations of the Concessionaire

The Concessionaire shall abide by the following insofar as they relate to safety of the Users:

- (a) Applicable Laws and Applicable Permits;
- (b) Manual for Safety in Road Design, issued by MORTH;
- (c) relevant Standards/Guidelines of IRC relating to safety, road geometrics, road signs, pavement marking and roadside furniture;
- (d) provisions of this Agreement; and
- (e) Good Industry Practice.

3 Safety measures During Development Period

The Concessionaire shall endeavour to incorporate the recommendations of the Authority in the design of the Project Bus Terminal, as may reasonably be required in accordance with Applicable Laws, Applicable Permits, Manuals and Guidelines of MORTH and IRC, Specifications and Standards, and Good Industry Practice. If the Concessionaire does not agree with any or all of such recommendations, it shall state

the reasons thereof and convey them to the Authority forthwith. In the event that any or all of the works and services recommended in the Safety Report fall beyond the scope of Schedule-D, Schedule-E or Schedule-K, the Concessionaire shall make a report thereon and seek the instructions of the Authority for funding such works in accordance with the provisions of Article 18.

4 Safety measures during Construction Period

The Concessionaire shall make adequate arrangements during the Construction Period for the safety of workers and Users in accordance with the guidelines of IRC for safety in construction zones, and notify the Authority and the Independent Engineer about such arrangements.

5 Safety measures during Operation Period

- 5.1 The Concessionaire shall develop, implement and administer a surveillance and safety programme for Users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.
- 5.2 The Concessionaire shall keep a copy of every FIR recorded by the Police with respect to any accident occurring on the Project Bus Terminal. In addition, the Concessionaire shall also collect data for all cases of accidents not recorded by the Police but where a vehicle rolled over or had to be towed away. The information so collected shall be summarised in the form prescribed by IRC/ MORTH for this purpose. The Concessionaire shall also record the exact location of each accident within the Bus Terminal. The aforesaid data shall be submitted to the Authority at the conclusion of every quarter and to the Safety Consultant as and when appointed.
- 5.3 The Concessionaire shall submit to the Authority before the 31st (thirty first) May of each year, an annual report (in ten copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Accounting Year and the measures taken by the Concessionaire pursuant to the provisions of Paragraph 5.1 of this Schedule for averting or minimising such accidents in future.
- 5.4 Once in every Accounting Year, a safety audit shall be carried out by the authorized representative of the Authority. It shall review and analyse the annual report and accident data of the preceding year, and undertake an inspection of the Project Bus Terminal. The Safety Consultant shall complete the safety audit within a period of 1 (one) month and submit a Safety Report recommending specific improvements, if any, required to be made to the Project Facilities. Such recommendations shall be processed, *mutatis mutandis*, and acted upon in the manner set forth in Paragraphs 4 of this Schedule.

6 Costs and expenses

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of Paragraph 2 of this Schedule, shall be met in accordance with Article 18.

SCHEDULE M: List of Banned Activities

The Project Site or Commercial Facility cannot be used for any activity listed this Schedule. Authority reserves the right to take all appropriate actions (if required) against the Concessionaire to ensure that there is no violation of the same.

- (a) Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian Act or legislation.
- (b) Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
- (c) Storage and Sale of liquor and alcohol based drinks or beverages.
- (d) Sale of tobacco and tobacco products.
- (e) Any office of political establishments
- (f) Any religious activities

SCHEDULE N: Transition Plan

(To be submitted by the Bidder)

SCHEDULE O: Terms of Reference for Independent Engineer

1. Scope

- 1.1. These Terms of **Reference** for the Independent Engineer (the “**TOR**”) are being specified pursuant to the Concession Agreement dated (the “**Agreement**”), which has been entered into between the Authority and (the “**Concessionaire**”) for Development of Bus Terminal at Ballabgarh, Haryana to be executed on design, build, finance, operate and transfer (DBFOT) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- 1.2. This TOR shall apply to construction of the Bus Terminal Facility.
- 1.3. Draft of the agreement with the Independent Engineer is attached as Annexure1 to this schedule.

2. Definitions and interpretation

- 2.1. The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2. References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3. Role and functions of the Independent Engineer

- 3.1. The role and functions of the Independent Engineer shall include the following:
 - (i) review of the Drawings and Documents as set forth in Paragraph 4;
 - (ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;
 - (iii) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5;
 - (iv) review, inspection and monitoring of O&M as set forth in Paragraph 6;
 - (v) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;
 - (vi) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;

- (vii) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
 - (viii) assisting Authority in review and inspection of the books of accounts submitted by the Concessionaire to the Authority and the records maintained by Concessionaire as set forth in Paragraph 12
 - (ix) providing all requisite data on monthly basis within a period of 7 days from the close of month, as required by Authority, for updating the project specific website substantially in the format prescribed at **Appendix – IV**
 - (x) assisting the Parties in resolution of disputes as set forth in Paragraph 9; and
 - (xi) undertaking all other duties and functions in accordance with the Agreement.
- 3.2. The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4. **Development Period**

- 4.1. During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 30 (thirty) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 4.2. The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receiving such Drawings or Documents.
- 4.3. The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 30 (thirty) days of receipt thereof.
- 4.4. Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project Bus Terminal, and furnish its comments within 15 (fifteen) days from receipt of such reference from the Authority.

5. **Construction Period**

- 5.1. In respect of the Drawings and Documents received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.
- 5.2. The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 5.3. The Independent Engineer shall inspect the Construction Works and the Project Bus Terminal once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Bus Terminal. The Inspection Report shall also contain a review of the maintenance of the existing lanes in conformity with the provisions of the Agreement. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
- 5.4. The Independent Engineer may inspect the Project Bus Terminal more than once in a month if any lapses, defects or deficiencies require such inspections.
- 5.5. For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.5, the tests specified in the IRC or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.
- 5.6. The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the quality control manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.
- 5.7. The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the quality control manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the

Concessionaire for its own quality assurance in accordance with Good Industry Practice.

- 5.8. In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.
- 5.9. In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project Bus Terminal is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.
- 5.10. If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 5.11. In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 5.12. If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.
- 5.13. The Independent Engineer shall carry out, or cause to be carried out, all the required and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14.
- 5.14. Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set

forth in Article 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

- 5.15. The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

6. Termination

- 6.1. At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project Bus Terminal for determining compliance by the Concessionaire with the Divestment Requirements set forth in the Concession Agreement and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project Bus Terminal is such that its repair and rectification would require a larger amount than the Corpus Fund, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

- 6.2. The Independent Engineer shall inspect the Project Bus Terminal once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 39, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

7. Determination of costs and time

- 7.1. The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 7.2. The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

8. Assistance in Dispute resolution

- 8.1. When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.
- 8.2. In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

9. Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

10. Miscellaneous

- 10.1. The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 10.2. A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.
- 10.3. The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.
- 10.4. The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- 10.5. Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.

11. Assistance to Authority in review of book of accounts

- 11.1. Upon receipt of copy of books of accounts from Authority, the Independent Engineer shall review the Escrow account statements with respect to the provisions of the Escrow agreement, books of accounts for information pertaining (a) the traffic count (b) Fee determination thereof, and (c) Project costs, and (d) such other information relating or resulting from other duties and functions of Independent Engineer in accordance with the Agreement, as the Authority may reasonably require and submit its report within 10 days

Annexure 1

Draft Agreement for Appointment of Independent Engineer

This Agreement made on this ____ day of ____ 20__ between Directorate of State Transport, Haryana, acting through the Director State Transport, Directorate of State Transport, Haryana, or the First Party)

and_____, a company incorporated under the Companies Act, 1956 and having its registered office at _____, (hereinafter referred to as the “Independent Engineer” or the Second Party which expression shall, unless the context otherwise requires, include its successors and permitted assigns)

and_____, a company incorporated under the Companies Act, 1956/2013 and having its registered office at _____, (hereinafter referred to as the “Concessionaire” or the Third Party which expression shall, unless the context otherwise requires, include its successors and permitted assigns)

WHEREAS the DST has entered into a Concession Agreement dated _____ with _____ (third party)

AND WHEREAS the Concession Agreement contemplates the appointment of an Independent Engineer, being an expert to perform certain functions

AND WHEREAS, _____, was identified by the DST to act as an Independent Engineer.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Second Party hereby agrees to adhere to the terms of Concession Agreement dated _____, so far they relate to the functions of the Independent Engineer, and has signed a copy of Concession Agreement in token of his adherence to the Concessioning Agreement and receipt of a copy of the said Agreement
2. The Independent Engineer, in addition also agrees to abide by the Terms of Reference dated _____, a copy of which is attached to this Agreement
3. The Second Party also agrees to abide by all the terms and conditions though not mentioned in either the Concession Agreement or the Terms of Reference, but are laid down in this Agreement
4. The Third Party also agrees to abide by all the terms and conditions mentioned in the Concession Agreement.

5. Words and expressions used in this Agreement, unless defined here, shall have the same meanings as assigned to them in the Concession Agreement or the Terms of Reference

6. **Inspection**

- During the Concession Period for BTF and/or Concession Period CF, as the case may be, the Independent Engineer shall at all reasonable times and upon reasonable notice, have access to the Project Site for the purpose of discharging its duties under the Concession Agreement.
- The Independent Engineer shall undertake inspections of the Project Site, at such times as it deems appropriate, to determine the progress in construction of the Bus Terminal Facilities and the extent of compliance with technical standards stipulated for the construction of Facilities and notify the DST and the Concessionaire of any deviations there from within 7 (seven) day of such inspections.

7. **Certificates**

The Independent Engineer shall decide upon, issue and sign all certificates required at various stages in this Concession till the end of the Construction Period, including the Construction Completion Certificate or Provisional Certificate, in accordance with the provisions of the Concession Agreement

8. **Cost of Construction**

The Independent Engineer undertakes to determine the Cost incurred by the Concessionaire on the Construction of the facilities, on grant of the Completion Certificate. The Independent Engineer may also be required by the Parties to determine Cost at any other stage of the Project

9. In addition to the above, the First Party may at any time require the Second Party to submit its report on such references as the First Party may deem fit.

10. **Reporting Requirements**

The Independent Engineer will prepare and submit to the DST two copies of each of the following reports:

Monthly Reports

The Independent Engineer will, no later than the 10th of each month, prepare a brief progress report summarizing the work accomplished for the preceding month. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. Brief work progress summaries will be included for ongoing Works, outlining problems encountered and recommending solutions. The report should indicate, among other things, actions required of government and parastatal agencies to permit unconstrained works

implementation.

Quarterly and Periodic Reports

The Independent Engineer will prepare a comprehensive report summarizing all activities under the services at the end of each quarter, and also at other times when considered warranted by the DST because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall summarize not only the activities of the Independent Engineer but also the progress of the contract, all contract variations, brief descriptions of the technical and contractual problems being encountered and other relevant information

11. Tenure

The tenure of the Independent Engineer, under this Agreement, shall be from the Compliance Date till the end of the Concession Period for CF.

12. Fees

For the services rendered by the Second Party, it shall be entitled to fees of Rs. _____ (Rupees _____ Only)⁷ inclusive of all out of pocket expenses and taxes, levies etc but excluding Service Tax.

The above fees are based upon the duration of Project Milestone -3 (Scheduled Construction Completion Date) as per the Schedule – H, Project Completion Schedule. In case construction period for bus terminal facility gets extended than the fees will be proportionally enhanced for the extended period.

Fees during construction period and operations period shall be payable by the Concessionaire in terms of the Concession Agreement executed between DST and the Concessionaire.

13. The Independent Engineer shall submit bills for monthly payment to the DST and the Concessionaire. Upon certification of such bills being intimated in writing by the DST, the Concessionaire shall within 15 (fifteen) days of such intimation, pay to the DST the amount of bills certified by the DST. Thereafter, the DST would make monthly payment to the Independent Engineer.
14. If the DST or the Concessionaire have reason to believe that the Independent Engineer is not discharging its duties in a fair, efficient or diligent manner, the DST may terminate the appointment of the Independent Engineer and appoint another Independent Engineer in accordance with the provisions of the Concession Agreement. The services of the Independent Engineer may be terminated by giving a notice of 7 (seven) days. The fees for the month in which the termination occurs, would not be payable

⁷ As per clause 8.9.1(a)(vi) and (vii)

15. The personnel employed by the Second Party for discharging duties under this agreement shall for all practical and legal purposes be the employees of the Second Party and the First Party and Third Party shall not in any manner be liable towards the said employees
16. That the Independent Engineer shall hereby undertakes and covenants that it shall perform its functions under this Agreement with diligence, integrity, utmost sincerity, punctuality and according to highest professional standards
17. That the Independent Engineer would provide a Performance Security of Rs. _____ (Rupees _____ only) in the form of Bank Guarantee. The Performance Security will be valid till the tenure of this Agreement

In the event of breach of any obligation of the Independent Engineer mentioned under this Agreement/ Terms of Reference/ Concession Agreement, this Agreement will be terminated and the Performance Security of the Second Party would be forfeited.

18. In case of any dispute or differences arising out of this Agreement, the same shall be first referred to Arbitration. The Arbitral Panel shall consist of one nominee each of the DST and the Concessionaire. The nominees shall appoint an Arbitrator. The Arbitration shall be conducted in English and in accordance with the Arbitration & Conciliation Act, 1996 or any statutory amendment or modification thereof or any law for the time being in force pertaining to arbitration in India. The place of Arbitration shall be at Chandigarh.

In witness whereof, the parties have set their hands on the date and place hereinabove mentioned.

(First Party)

Witness:

(Second Party)

With Stamp

(Copy of Board Resolution authorising the person signing the Agreement shall be annexed to this Agreement)

Witness

SCHEDULE P: Fee Related To Project Bus Terminal in Fee Notification

The Fee Notification released by the Competent Authority would allow the Concessionaire to charge the user charges for the specific facilities to be provided in the Bus Terminal as set out below:

Table 8.1: Fee for Various Activities

Facility	Maximum Charges for first year of Operation	Escalation of charges*
Parking		
Cycle	Free of charge	Not applicable
2 wheeler	Parking rate of Rs.10 per 4 hours with a maximum of Rs.50 per day.	5% every year rounded off to the nearest rupee
Car Parking	Parking rate Rs.50 per 4 hours with a maximum of Rs.100 per day.	5% every year rounded off to the nearest rupee
Auto Parking	Parking rate Rs.250 per Month.	5% every year rounded off to the nearest rupee
Taxi Parking	Parking rate Rs.1000 per Month.	5% every year rounded off to the nearest rupee
Basic Amenities		
WCs and Bathrooms for Gents and Ladies in Waiting Halls and Passenger Concourse Area	Rs. 5.00 per use	WPI every year rounded off to the nearest rupee
Urinals	Free Service	Free Service
Wheel Chairs	Free Service	Free Service
Drinking Water	Free Service	Free Service
General/ Ladies Waiting Hall	Free Service	Free Service
Value Added Services		
Cloak Room	As per the Indian railways prevailing rates	As per the Indian Railways prevailing rates
Deluxe Waiting Hall	Market determined charges	Market determined charges
Dormitory	Market determined charges	Market determined charges
Trolleys for carrying passenger luggage	Market determined charges	Market determined charges
Entry Fees/Adda Fees & Night Parking Fee for Buses(except DST Buses)		
Entry Fee	Rs. 100/ bus/entry	2% every year rounded off to the nearest rupee
Night Parking Fee	Twice the Entry Fee	

The years, in the above table, are to be counted from the COD.

*Escalation rate shall be approved by Authority, before making it operational.

SCHEDULE Q: Liquidated Damages**Amount of Liquidated Damages:**

Amount of Liquidated damages for non-performance	Rs. 10,000.00 per event of default as identified by the Independent Engineer subject to a maximum Rupees. one crore per annum. In subsequent years this will be Rs. 10,000.00 plus interest linked to WPI for inflation.
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Occurrences for Invoking Liquidated Damages**1. Construction Related**

Non – Conformance to Technical Specifications and Standards as defined in Schedule E.

2. Operation and Maintenance

- (a) Deviation from Minimum Operation & Maintenance Requirements and Performance Standards as defined in Schedule K.
- (b) Non adherence to the O & M Manual
- (c) Non Compliance with the provisions of the Concession Agreement

SCHEDULE R: Escrow Agreement

THIS ESCROW AGREEMENT (hereinafter the “**Agreement**”) is made on this the....day of.....20__ at -----

BY AND AMONG

M/s _____, a company incorporated under the Companies Act, 2013, having its registered office at _____, (hereinafter referred to as the “**Concessionaire**”, which expression shall, unless the context otherwise requires, include its successors and permitted assigns) of the **ONE PART**;

AND

Directorate of State Transport, Government of Haryana, having its office at _____ (hereinafter referred to as “**DST**” or “**Authority**”, which expression shall, unless the context otherwise requires, include its successors and assigns) of the **SECOND PART**;

AND

..... having its registered office at..... (hereinafter referred to as the “**Escrow Bank**”, which expression shall, unless the context otherwise requires, include its successors and permitted assigns) of the **THIRD PART**;

WHEREAS

- A.** The Authority has entered into a Concession Agreement dated the __ day of _____ 20__ with the Concessionaire (the “**Concession Agreement**”), wherein the Authority has granted Concession for implementation of the Project to the Concessionaire which involves the development, financing, design, construction, operation and maintenance of the Project Facilities in accordance with the provisions thereof.
- B.** The Concession Agreement requires the Concessionaire to establish an escrow account, *inter alia*, on the terms and conditions stated therein.
- C.** This Agreement sets forth the mandates, terms and conditions and operating procedures for such escrow account.

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

1. Definitions and Interpretation

- a) The word, phrases and terms used in this Agreement but not defined shall, unless the context otherwise requires, have the meaning ascribed to them respectively in the Concession Agreement.
- b) The rules of interpretation stated in Clause 1.2 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

- c) The following terms shall, except where the context otherwise requires, have the meaning as hereunder:

“Agreement” means this escrow agreement as of date hereof, including recitals, Appendices and attachments hereto, if any, as may be amended, supplemented or modified in accordance with the provisions hereof.

“Authorised Investment” means any authorized investments which the Authority may, from time to time, permit the Escrow Bank to make from the Escrow Account in accordance with this Agreement.

“Business Day” means a day on which banks are generally open in Delhi for transaction of normal banking business.

“Concessionaire Account” shall mean any bank account(s) of the Concessionaire other than the Escrow Account.

“Concession Agreement” means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annexure, and the same shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

“Enforcement Notice” means any enforcement procedure commenced by the Escrow Bank under any of the Security Documents.

“Escrow Account” means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts if any.

“Escrow Bank” means _____ [insert name].

“Event of Default” means an Event of Default as defined and detailed in the Concession Agreement and/or the Financing Documents.

“INR” means the lawful currency of India.

“Parties” means the parties to this Agreement collectively and **“Party”** shall mean any of the Parties to this Agreement individually.

“Payment Date” means in relation to any payment, the date(s) specified for such payment.

“Required Balance” means on any date in relation to the Escrow Account, an amount in Indian rupees which if proportionately built over the months, would be sufficient to meet operation and maintenance obligations as per the Concession Agreement on the Payment Date(s).

“Security Documents” means all or any of the documents executed, delivered or furnished to secure the financial assistance under the Financing Documents, including but not limited to the deed of hypothecation, mortgage deed, equitable mortgage, deed of guarantee, pledge agreement, undertakings, negative lien and other incidental or supplemental documents related thereto.

“Year” means each twelve-month period ending on March 31st.

2. THE ESCROW ACCOUNT

2.1 Escrow Bank to act as a Trustee

- (a) The Concessionaire hereby appoints the Escrow Bank to act as trustee for Authority and the Concessionaire in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- (b) The Concessionaire hereby declares that all rights title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for Authority and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of or as third party beneficiaries under this Agreement.
- (c) The rights of Concessionaire to the monies lying to the credit of the Escrow Account are set forth in their entirety in this Agreement and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire or Authority, as the case may be, with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and Currency of Escrow Account

Within ____ (_____) days from the date of this Agreement, and in any case prior to the Compliance Date, the Concessionaire shall open and establish the Escrow Account with the Escrow Bank by _____. The Escrow Account shall be denominated in Indian rupees.

2.4 Escrow Bank's Fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire.

2.5 Rights of the Parties

The rights of Authority and the Concessionaire in the monies held in the Escrow Account

are set forth in their entirety in this Agreement and Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.6 Substitution of the Concessionaire

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

2.7 Operating Procedures

The Escrow Bank and the Concessionaire shall agree (after consultation with the Authority) on the detailed mandates, terms and conditions and operating procedures for the Escrow Account but in the event of any inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.8 General

- (a) All inflows and outflows of cash and receivables on account of the deposits and operations and maintenance expenditure that accrue or arise under, in connection with or pursuant to the implementation of the Project under the Concession Agreement shall be credited to or debited from, as the case may be, the Escrow Account.
- (b) All interest, if any, on the balances in the Escrow Account and interest or income received on account of investments related to Corpus Fund, if any, of such balances shall be credited to or deposited in the Escrow Account.
- (c) For the avoidance of doubt it is clarified that all incomes and revenues earned/received by Authority from its transport business, including the running and operation of its bus fleet or otherwise, and the Concession Fee and the Terminal Fee, if any, received by the Authority shall be retained and appropriated by Authority and shall not be deposited by it into the Escrow Account

3. DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

- (a) The Concessionaire agrees, confirms and undertakes that it shall irrevocably deposit and/or credit the Escrow Account with the amount required to meet the Corpus fund as mentioned in the Concession Agreement, on the next Business Day as far as possible but not later than the next following Business Day.
- (b) The Concessionaire may at any time make other deposits of its other funds into the Escrow Account, ***provided however that*** the provisions of this Agreement shall apply to such other funds deposited in the Escrow Account by the Concessionaire.

3.2 Proof of Receipts

- (a) The Concessionaire shall ensure that the proof of all receipts during a month is submitted to Authority and the Escrow Bank by the 7th day of the following month.
- (b) The Concessionaire shall be required to furnish to Authority and the Escrow Bank proof of receipts generated in relation to the Project prior to the opening of the Escrow Account, duly certified by its statutory auditors.
- (c) The Concessionaire shall, till such time as all such receivable/receipts referred to under sub-clause 3.2 (b) hereinabove are deposited in the manner mentioned therein, hold all such receivable/receipts in trust and such monies shall not be combined with any other funds or property of the Concessionaire and the Concessionaire shall not adjust, settle or compromise the amount or payment of such receivables/receipt or release wholly or partly any account debtors thereof or allow any credit or discount thereon.

3.3 Interest on Deposits

- (a) The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account. The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to its customers on the balance in the said Escrow Account from time to time.
- (b) The Escrow Bank shall ensure that all interest, if any, on the balances of the Escrow Account and interest or income on Authorised Investments made from the Escrow Account, as may be permitted by Authority, shall be credited to or deposited in the Escrow Account.

3.4 Shortfall in Escrow Account

In the event the amounts available in the Escrow Account at any point of time are less than the cash flow requirements pertaining to the O&M Expenditure for the Project, the Concessionaire shall make good such shortfall by crediting the requisite amounts in the Escrow Account

4. WITHDRAWALS FROM THE ESCROW ACCOUNT

4.1 Withdrawals during Concession Period for BPF

At the beginning of every month, or at such shorter intervals as the Authority and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order:

- (a) O&M expenses incurred by the Concessionaire for the Bus Terminal Facility (other than the Authority Facilities), directly or through O&M contractors, if any, subject to the items and conditions in respect thereof as set forth in the Financing Documents;
- (b) Subject to the provisions of the Concession Agreement, the balance in accordance with the instructions of the Concessionaire.

Provided that in the event Authority notifies the Escrow Bank of an Event of Default or Force Majeure Event under the Concession Agreement, the Escrow Bank shall forthwith restrict any payments from the Escrow Account till further notice from Authority.

4.2 Bank Proforma for payments

No later than 60 (sixty) days prior to the commencement of each financial Quarter of the Concession Period, the Concessionaire shall provide to the Escrow Bank, with prior written approval of Authority and through a Bank Proforma, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified with prior written approval of Authority if fresh information received during the course of the Quarter makes such modification necessary

4.3 Withdrawals upon Termination or Expiry

Notwithstanding anything to the contrary contained in this Agreement, upon the earlier of (i) Issue of Termination Notice; or (ii) Termination/determination of this Agreement; or (iii) The expiry of the Concession Period for BPF, all amounts standing to the credit of the Escrow Account shall be appropriated and dealt with in the following order:-

- (a) All accrued operation and maintenance expenses in respect of the Bus Terminal Facility (other than the Authority Facilities);
- (b) Subject to the provisions of the Concession Agreement, the balance, if any, on the instructions of the Concessionaire.

4.4 Withdrawals following Event of Default

If the Authority notifies the Escrow Bank that an Event of Default is likely to occur or has occurred, and is continuing, then, until such time as the Authority has notified the Escrow Bank that the Event of Default has been cured or waived under the Concession Agreement, the Escrow Bank shall only make withdrawals from the Escrow Account for Operations and Maintenance Expenditure and shall not make any payments from the Escrow Account to the Concessionaire Account.

5. AUTHORIZED INVESTMENTS

5.1 Power to Invest

The Escrow Bank shall, with the prior approval of Authority, invest, from time to time, the amounts standing to the credit of the Escrow Account in Authorised Investments on the instructions of the Concessionaire, in accordance with the provisions of the Agreement. For avoidance of doubt it is hereby clarified that the Escrow Bank shall neither be bound to nor shall make any investments under the Indian Trusts Act, 1882 without prior express approval of the Authority.

5.2 Procedure for Investments

- (a) All Authorised Investments shall be made and/or realized by the Escrow Bank on the instructions of the Concessionaire, as approved by the Authority from time to time, in accordance with the provisions of this Agreement.
- (b) All documents of title or other documentary evidence of ownership with respect to Authorized Investments made out of any Escrow Account will be held in the custody of the Escrow Bank.

5.3 Realizations

Upon the realization of any investment made under this Clause, the proceeds of such realization shall immediately be credited to the Escrow Account by the Escrow Bank or immediately invested in another Authorised Investment in accordance with the Concessionaire's instructions as approved by the Authority.

5.4 Mandatory Realizations

In the event that the Concessionaire becomes aware that any Authorised Investment has ceased to be an Authorised Investment, the Concessionaire shall immediately instruct the Escrow Bank on a best efforts basis to realize such Authorised Investment on its maturity date or earlier, if possible, under due and punctual intimation to the Authority.

5.5 Escrow Account includes Authorized Investments

Any reference in this Agreement to the balance standing to the credit of the Escrow Account shall be deemed to include a reference to the amount of the Authorized Investments in which all or part of such balance is for the time being invested.

5.6 Interest on Authorized Investments

Any interest or other income received on account of Authorized Investments shall be to the credit of the Escrow Account.

5.7 Enforcement Notice

On receipt of a notice of a Event of Default from the Authority, the Escrow Bank shall realize the Authorized Investments, whether such investments have matured or not on a best effort basis, and apply the proceeds as directed by Authority.

6. OBLIGATIONS OF THE ESCROW BANK

6.1 Escrow Bank as Trustee

The Concessionaire hereby appoints the Escrow Bank to act as trustee for, in the following order of priority, first of the Authority and lastly for or on behalf of the Concessionaire in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are

reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

6.2 Communications and Notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) May, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;
- (b) May, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or documents believed by it to be authentic;
- (c) Shall, within five (5) Business Days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other Person hereunder or in connection herewith; and
- (d) Maintain a register of in its office setting forth all receipts into the Escrow Account from whatever source and all withdrawals by the Concessionaire from this Account and all Authorised Investments and returns thereon and shall ensure that an account of inflows to and outflows from this account are furnished to Authority for each month by the 7th of the following month.

6.3 Segregation of Funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purpose for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

6.4 Notification of balances

At least 7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify the lenders Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

6.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter, maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

7. ESCROW AGREEMENT DEFAULTS

7.1 Following events shall constitute an event of default by the Concessionaire (an “**Escrow**

Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority and, following a notice of default from the Escrow Bank, the Concessionaire fails to remedy the same:

- (a) the Concessionaire commits breach of this Agreement by causing the Escrow Bank to transfer funds to any other Concessionaire Account in breach of the terms of this Agreement and failing to cure such breach by depositing the relevant funds into the Escrow Account in which such transfer should have been made within a Cure Period of five (5) Business Days of receipt of such notice.
- (b) the Concessionaire commits breach of its obligations under Clause 4, by instructing the Escrow Bank to realize any investment made in breach of Clause 4 and failing to cure such breach by revoking such instructions within five (5) Business Days of receipt of such notice;
- (c) In the case of any other breach, by remedying the same within five (5) Business Days to the satisfaction of the Authority;
- (d) In the case that the Concessionaire fails to provide to the Authority satisfactory evidence to show that all the amounts withdrawn by the Concessionaire from the Escrow Account are utilized exclusively for Operations and Maintenance of the Project; or
- (e) In case the Concessionaire diverts funds drawn from the Escrow Account to a project/activity/usage other than the Project.

7.2 Without prejudice to anything stated under this Agreement, the Concessionaire and the Escrow Bank agree and confirm that any default by either the Concessionaire or the Escrow Bank in the performance of their respective obligations under this Agreement resulting, in the opinion of the Authority, in a breach of this Agreement, shall qualify as an Event of Default under the Financing Documents/Security Documents/Concession Agreement.

7.3 On occurrence of any event of default specified in this Clause 7, the Escrow Bank shall be obliged to immediately stop all disbursements to the Concessionaire from the Escrow Account and apply the balances from time to time standing to the credit of such account towards satisfaction of the obligations of the Concessionaire under the Concession Agreement and related agreements there under and ensure that the balances in such account are dealt with in accordance with the provision of Clause 4 hereof.

7.4 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

8. TERMINATION OF ESCROW AGREEMENT

8.1 Duration of the Agreement

This Agreement shall remain in full force and effect until the end of the Concession Period for BPF, unless terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provisions hereof.

8.2 Substitution of the Escrow Bank

The Concessionaire may, by not less than 45 days prior notice to the Escrow Bank and the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Authority and arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

8.3 Closure of Escrow Account

- (a) The Escrow Bank shall at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4 hereinabove, and upon confirmation of receipt of such payments, close the Escrow Account and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.
- (b) Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall remain in full force and effect until the end of the Concession Period; provided, however, if Authority shall certify to the Escrow Bank that the Concession Agreement and/or the Concession has been terminated on account of default of the Concessionaire under this Agreement, then notwithstanding anything to the contrary contained herein, all the amounts standing to the credit of the Escrow Account shall be dealt with in accordance with provisions of Clause 4.

9. CONCESSIONAIRE'S OBLIGATIONS AND COVENANTS

9.1 In addition to other obligations of the Concessionaire set forth in this Agreement and the Concession Agreement, the Concessionaire agrees and undertakes that:

- (a) The Concessionaire shall, in addition to any other books and accounts, maintain in the ordinary course of business the complete and accurate record of all the deposits into and permitted withdrawals from the Escrow Account, the utilisation of the withdrawals and the Authorised Investments and submit monthly statements thereto to the Escrow Bank and the Authority. All such books, records, accounts, documents and instruments relating to the Project/Escrow Account shall be open to inspection by the Escrow Bank and the Authority.
- (b) The Concessionaire shall be responsible for monitoring all accretions, deposits made into and the payments/transfers from the Escrow Account. In the event of a shortage of funds in the Escrow Account, the Concessionaire shall promptly and in any case within three Business Days of the occurrence or knowledge thereof fund such shortfall or likely shortfall in the Escrow Account out of its own sources and also advise the Escrow Bank of any instance/incident which is likely to have a bearing/affect on the Escrow Account and its operation;
- (c) In the event the Concessionaire is unable to complete the Project for any reason whatsoever, it shall make arrangements to bring the requisite investments/monies

for timely completion of the Project from its own resources.

- 9.2** The Authority shall not be liable in any manner whatsoever to any person, including without limitation the Concessionaire, the Lenders, the applicants, allottee, the lessees, their lenders or persons claiming through or under either of them, for any acts or defaults of the Concessionaire, the Escrow Bank or otherwise. The Concessionaire shall ensure that its written agreements with and communications to the applicants/allottees/lessees clearly set out this condition.

10. INDEMNITY

10.1 General indemnity

- (a) The Concessionaire will indemnify, defend and hold Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, Cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to-comply with Applicable Laws and Applicable Permits.
- (b) Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising omit of failure of Authority to fulfill any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense a, sing out of acts done in discharge of their lawful functions by Authority, its officers, servants and agents.
- (c) The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage cost and expense arising out of failure of the Escrow Bank to fulfill its obligations under this Agreement materially and adversely affecting be performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Brink, its officers, servants mid agents.

10.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an Indemnity under Clause 10.1 or in respect of which it is entitle to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnify such claim hereunder (the "**Indemnifying Party**"), within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnified Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

11. DISPUTE RESOLUTION

11.1 Dispute Resolution

- (a) Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the Rules) or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- (b) The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Delhi and the language of arbitration shall be English.

12. MISCELLANEOUS

12.1 Successors and Assignors

This Agreement shall be binding on and shall ensure to the benefit of the Parties and their respective nominees, successors and permitted assigns/assigns, as the case may be.

12.2 No Set Off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is declared by the Escrow Bank that the monies and properties held by the Escrow Bank shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

12.3 Notices

- (a) All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier, registered or certified mail or facsimile. The address for service of each Party and its facsimile number is set out under its name on the signing pages hereto. All notices shall be effective upon actual receipt save that where a notice is received after 5.30 p.m. on a Business Day or on a day that is not a Business Day, such notice shall be deemed to be received on the first Business Day following the date of actual receipt. Without prejudice to the foregoing a Party giving or making a notice or communication by facsimile shall promptly deliver a copy of such notice or communication personally, by courier or mail to the addressee of such notice or communication.
- (b) Any party may by notice change the addresses and/or addresses to which such notices and communications to it are to be delivered or mailed. Such

change shall be effective when all the Parties have notice of it.

12.4 Waiver

Failure by any Party at any time to enforce any provision of this Agreement or to require performance by other Parties of any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the validity of this Agreement or any part of it or right of the relevant Party to enforce any provision in accordance with its terms. All remedies available to the Parties under this Agreement, the Applicable Laws or otherwise, shall be cumulative; may be enforced successively or concurrently and the exercise or failure to exercise one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

12.5 Severability

If any condition, Clause or provision of this Agreement not being of a fundamental nature, is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby.

12.6 Amendments

No amendment to this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the Parties.

12.7 Governing Law & Language

This Agreement shall be governed by and construed in accordance with laws of India, and the Courts at Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

The language of this Agreement is English. All written and printed matter, communications, documentation, proceedings and notices etc. pursuant or relevant to this Agreement shall be in the English language.

12.8 Concession Agreement

The Parties shall comply with their respective obligations under the Concession Agreement in relation to the Escrow Account.

12.9 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

12.10 Original Document

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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS

AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of Concessionaire by:

[THE COMMON SEAL OF.....

Has pursuant to the Resolution

Of its Board of Directors passed in That behalf on the
.....day of201_

Hereunto been affixed in the presence of
.....and.....

Directors who have signed these Presents in token
thereof and Secretary/authorized

Person who has countersigned the Same in token
thereof]

(Signature)

(Name)

(Designation)

Address:

Fax:

Attn:

SIGNED SEALED AND DELIVERED

For and on behalf of Authority by:

(Signature)

(Name)

(Designation)

Address:

Fax:

Attn:

SIGNED, SEALED AND DELIVERED by

..... **Within named Escrow Bank**

By the hand of

An authorized official of the Account Trustee

(Signature)

(Name)

(Designation)

Address:

Fax Number:

Attention:.....

In the presence of:[Two witnesses for each signatory]

(1) _____ (Signature)

(2) _____ (Signature)

_____ (Name)

_____ (Name)

_____ (Designation)

_____ (Designation)

_____ (Address)

_____ (Address)

SCHEDULE S: Copies of Relevant Documents related to Bidding Process

SCHEDULE T: Approved CF Scheme

SCHEDULE U: Specifications of Bus Depot

1. General

The Concessionaire shall design, construct and transfer the Bus depot for maintenance and parking of buses as per the requirements of DST. The proposed Bus depot shall be planned and designed as a modern bus depot along with amenities for bus drivers, maintenance staff and bus depot manager.

The services to be provided by the Concessionaire shall include all activities or efforts, otherwise needed to be carried out, in order to comply with directions of DST in this regard, or with any other requirements of the Concession Agreement, Applicable Laws and Applicable Permits.

The specifications shall be interpreted in the following descending order of priority:

- (a) Haryana PWD code
- (b) Any relevant directions issued by Government of Haryana
- (c) The CPWD Specifications 2009 Vol. I to II
- (d) Relevant IS Codes
- (e) Any other source, as per the direction of PWD

The other codes and standards applicable for the Project are as follows:

- (a) Indian Road Congress (IRC) Codes and Standards
- (b) CPWD Specifications 2019 Vol. I to II
- (c) CPWD General Specifications for Electrical Works Part I Internal - 2013.
- (d) CPWD General Specifications for Electrical Works Part IV Sub Station – 2013.
- (e) CPWD General Specifications for Electrical Works Part VI Fire Detection and Alarm System – 2018.
- (f) CPWD General Specifications for Electrical Works Part VII D.G. Sets - 2013.
- (g) CPWD General Specifications for Electrical Works Part VIII Gas Based Fire Extinguishing System - 2013
- (h) Bureau of Indian Standards (BIS)
- (i) National Building Codes 2016 and revisions. (NBC);
- (j) Local fire regulations
- (k) MNRE guidelines for rooftop solar power plant
- (l) Energy Conservation Building Code 2017 and
- (m) Approved zoning plan of the site.

When an Amended/ Modified/ Added clause supersedes a clause or part thereof in the said specifications, then any reference to the superseded clause shall be deemed to refer to the Amended/Modified clause or part thereof.

If any Amended/ Modified/ Added clause may come in conflict or be inconsistent with any of the provisions of the said specifications under reference, the Amended/ Modified/ Added clause shall always prevail. While carrying out any work the Concessionaire shall

ensure that any requirements specific to the site and similar factors are kept in view.

The decision of DST, in the above matter shall be final and binding on the Concessionaire.

2. Lumpsum Budget for Bus Depot

The Concessionaire shall keep a tentative budget of Rs 15,00,00,000/- (Rupees fifteen crores only) for the bus depot ("Estimated Cost of Bus Depot") in its financial bid. The cost shall be reconciled upon the construction completion of the bus depot.

The cost for construction of bus depot shall be calculated in the following descending order of priority:

- (a) Haryana Schedule of rates
- (b) Any directions issued by Government of Haryana
- (c) CPWD Schedule of Rates
- (d) Market Rates

It may be noted that market rate items shall be approved specifically by DST before procurement.

In case, actual cost upon the construction completion of the bus depot is less than the Estimated Cost of Bus Depot, the Concessionaire shall, within 30 days deposit to DST, the difference of Estimated Cost of Bus Depot and actual construction cost.

In case, actual cost upon the construction completion of the bus depot is more than the Estimated Cost of Bus Depot, the Concessionaire shall deduct, the difference of actual construction cost and Estimated Cost of Bus Depot from the next instalment of Concession Fee.