परिवहन विभाग दिल्ली सरकार की क्लस्टर योजना के अंतर्गत निजी स्टेज कैरेज सीएनजी चालित 450 लोप्लोरवातानुकूलित बसों के संचालन के लिए योग्यता और प्रस्ताव आमंत्रित

दिल्ली में बसों के सुरक्षित, कुशल और विश्वसनीय संचालन के लिए, परिवहन विभाग, राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार, ने 3,033 निजी स्टेज कैरेज बसों को क्लस्टर योजना के अंतर्गत शामिल किया है। अब परिवहन विभाग दिल्ली सरकार की इसी योजना के अंतर्गत सीएनजीचालित 450 लोप्लोर वातानुकूलित निजी स्टेज कैरेज बसों के संचालन के लिए प्रतिस्पर्धा बोली आमंत्रित करता है।

सभी उपयुक्त व्यवसायिक संस्थाएं और अन्य इच्छुक पार्टियों से परिवहन विभाग रा० रा० क्षे० दिल्ली सरकार के ई-खरीद पोर्टल (https://govtprocurement.delhi.gov.in) के माध्यम से योग्यता और प्रस्ताव आमंत्रित किए जाते हैं। उपयुक्त पार्टियों और संस्थाओं का चयन खुली, पारदर्शी और विश्वसनीय प्रविया के माध्यम से क्लस्टर 3 CLF और 4 CLF के लिए किया जाएगा। प्रोजेक्ट को अलग प्रोजेक्ट माना जाएगा और जिनकी निविदा संख्या निर्धारित किए गए होगी:-

<table>
<thead>
<tr>
<th>क्र. सं.</th>
<th>क्लस्टर सं.</th>
<th>निविदा पहचान संख्या</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>3 CLF</td>
<td>2021_TD_209075_1</td>
</tr>
<tr>
<td>2.</td>
<td>4 CLF</td>
<td>2021_TD_209075_2</td>
</tr>
</tbody>
</table>

निविदा पत्र रा० रा० क्षे० दिल्ली सरकार के ई-खरीद पोर्टल और परिवहन विभाग के वेबसाइट से दिनांक अक्टूबर 1, 2021 से डाउनलोड कर सकते हैं। सुरक्षा जमा राशि योग्यता और प्रस्ताव पत्र में दिये गए विवरण के अनुसार बैंक गारंटी के रूप में मूल रूप में और योग्यता और प्रस्ताव पत्र का मूल्य (रुपए 75000/- जीएसटी @18% के साथ) बैंक मांग पत्र के रूप में मूल रूप में जो कि आयुक्त ( परिवहन), रा० रा० क्षे० दिल्ली सरकार के पक्ष में तथा नयी दिल्ली में देने हो। उपयुक्त ( क्लस्टर ), परिवहन विभाग रा० रा० क्षे० दिल्ली सरकार के रूप न° 123, न्यू व्लॉक, 5/9, अंडर हिल रोड, दिल्ली –110054 में दिनांक नवंबर 16, 2021 दोपहर 3 बजे तक पहुँच जाना चाहिए ("ई-निविदा प्रस्तुत करने के लिए प्रस्तावित दिनांक-")।

बोली पूर्व मुलाक़ात परिवहन विभाग रा० रा० क्षे० दिल्ली सरकार के कॉन्फ्रेंस रूम, दिव्यांग तल, 5/9, अंडर हिल रोड, दिल्ली –110054 में दिनांक अक्टूबर 12, 2021 को दोपहर 2:30 बजे होगी। बोलीकर्ताओं से उम्मीद की जाती है कि वह अपना पंजीकरण उसी दिन 14:00 बजे तक पूरकर लेंगे।

उपयुक्त ( क्लस्टर )
परिवहन विभाग
रा० रा० क्षे० दिल्ली सरकार
ई-मेल: cs.nawani@delhi.gov.in
Notice Inviting e-Tender

REQUEST FOR QUALIFICATION AND PROPOSAL (RFQP) FOR OPERATION OF 450 LOW FLOOR CNG PROPELLED AIR-CONDITIONED PRIVATE STAGE CARRIAGE (BUSES) UNDER THE CLUSTER SCHEME OF GOVERNMENT OF NCT OF DELHI

In order to provide safe, secure, efficient and reliable operation of buses in Delhi, the Transport Department, Government of National Capital Territory of Delhi (GNCTD) has inducted 3,033 buses under Cluster Scheme for operation of Private Stage Carriage services in Delhi. The Transport Department now invites competitive bidding for induction of additional 450 Low Floor CNG propelled Air-conditioned buses.

Transport Department, GNCTD invites Request for Qualification and Proposal (RFQP) in the form of proposal (“Proposal”) through e-procurement portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in) from suitable business entities and other interested parties to be selected through an open, transparent and global competitive bidding process for operation of two (2) separate projects each catering to one specific Cluster i.e. Cluster No. 3 CLF and 4 CLF. Each of such projects shall be treated as an individual and distinct project and has the following different tender ID.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Cluster No.</th>
<th>Tender ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3 CLF</td>
<td>2021_TD_209075_1</td>
</tr>
<tr>
<td>2</td>
<td>4 CLF</td>
<td>2021_TD_209075_2</td>
</tr>
</tbody>
</table>

The Bid document can be downloaded from the e-procurement portal of GNCTD and website of Transport Department from October 1, 2021. The Bid security of amount as per details given in RFQP in the form of original bank guarantee and cost of RFQP document (Rs.75,000/- plus GST @ 18%) in the form of Demand Draft in original favouring Commissioner (Transport), Government of NCT of Delhi, payable at New Delhi shall be submitted to Deputy Commissioner (Cluster), Transport Department, GNCTD, Room No.123, New Block, 5/9, Under Hill Road, Delhi – 110054, so as to reach on or before 1500 hours Indian Standard Time (IST) on November 16, 2021 (“Proposal Due Date for submission of e-tender”).

Pre-bid meeting will be held on October 12, 2021 at 1430 Hours IST, in the Conference Room of Transport Department, Government of NCT of Delhi, 2nd Floor, 5/9, Under Hill Road, Delhi – 110054. Bidders are expected to complete their registration by 1400 hours IST on the same day.

Deputy Commissioner (Cluster)  
Transport Department  
Government of NCT of Delhi  
E-mail: cs.nawani@delhi.gov.in
Request for Qualification and Proposal

Through e-procurement Portal of Government of NCT of Delhi
(https://govtprocurement.delhi.gov.in)

For

Cluster No. 3 CLF

Operation of Private Stage Carriage Services

September 2021

<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>II</td>
<td>Draft Concession Agreement</td>
</tr>
<tr>
<td>III</td>
<td>Cluster Design Data</td>
</tr>
<tr>
<td>IV</td>
<td>Financial Proposal Format</td>
</tr>
</tbody>
</table>

Issued By

Transport Department
Government of National Capital Territory of Delhi

Prepared by

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th floor, Block 1, Delhi Technology Park, Shastri Park, Delhi – 110053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
Request for Qualification and Proposal

Through e-procurement Portal of Government of NCT of Delhi
(https://govtprocurement.delhi.gov.in)

For

Cluster Nos. 3 CLF and 4 CLF

Operation of Private Stage Carriage Services

September 30, 2021

Part I: Instructions to Bidders

Issued By

Transport Department
Government of National Capital Territory of Delhi

Prepared by

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th floor, Block 1, Delhi Technology Park, Shastri Park,
Delhi – 110053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
The information contained in this Request for Qualification and Proposal (“RFQP”) Document, whether verbally or in documentary or in any other form, by or on behalf of the Transport Department in the Government of National Capital Territory of Delhi (the “Transport Department, GNCTD”), or any of their employees or advisors, on the terms and conditions set out in this RFQP Document and such other terms and conditions as the Transport Department, GNCTD may prescribe in this behalf, has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid.

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

The Transport Department, GNCTD 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 RFQP Document or otherwise including the accuracy, reliability or completeness of the RFQP Document or any assessment, assumption, statement or information contained therein or deemed to form part of the RFQP 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 RFQP Document is only indicative and the Transport Department, GNCTD, 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 RFQP Document.

This RFQP 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 Operation of Private Stage Carriage Services in relation to which it is being issued.

The information and statements made in this RFQP 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 RFQP Document is accordingly expressly disclaimed.

September 2021
This RFQP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. Information provided in this RFQP 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. The Transport Department, GNCTD, their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

The Transport Department, GNCTD, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQP Document. Any change to the RFQP Document will be uploaded on the e-procurement website of Government of National Capital Territory of Delhi (GNCTD). No part of this RFQP Document and no part of any subsequent correspondence by the Transport Department, GNCTD, 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 the authority to enter into and approve such agreements. The Transport Department, GNCTD, reserves the right to reject all or any of the Proposal submitted in response to this RFQP Document at any stage without assigning any reasons whatsoever and the issue of this RFQP Document does not imply that the Transport Department, GNCTD 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 RFQP 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 with the Bidder and the Transport Department, GNCTD, 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. The Transport Department, GNCTD, 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 the Transport Department, GNCTD, their employees and advisors.
GOVERNMENT OF NCT OF DELHI
TRANSPORT DEPARTMENT
5/9, UNDER HILL ROAD, DELHI – 110054

Notice Inviting e-Tender

REQUEST FOR QUALIFICATION AND PROPOSAL (RFQP) FOR OPERATION OF 450 LOW FLOOR CNG PROPELLED AIR-CONDITIONED PRIVATE STAGE CARRIAGE (BUSES) UNDER THE CLUSTER SCHEME OF GOVERNMENT OF NCT OF DELHI

In order to provide safe, secure, efficient and reliable operation of buses in Delhi, the Transport Department, Government of National Capital Territory of Delhi (GNCTD) has inducted 3,033 buses under Cluster Scheme for operation of Private Stage Carriage services in Delhi. The Transport Department now invites competitive bidding for induction of 450 Low Floor CNG propelled Air-conditioned electric buses.

Transport Department, GNCTD invites Request for Qualification and Proposal (RFQP) in the form of proposal (“Proposal”) through e-procurement portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in) from suitable business entities and other interested parties to be selected through an open, transparent and global competitive bidding process for operation of Project/Cluster 3 CLF and 4 CLF with following tender ID.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Cluster No.</th>
<th>Tender ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cluster 3 CLF</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Cluster 4 CLF</td>
<td></td>
</tr>
</tbody>
</table>

The Bid document can be downloaded from the e-procurement portal of GNCTD and website of Transport Department from xxxxxx. The Bid security of amount as per details given in RFQP in the form of original bank guarantee and cost of RFQP document (Rs.75,000/- plus GST @ 18%) in the form of Demand Draft in original favouring Commissioner (Transport), Government of NCT of Delhi, payable at New Delhi shall be submitted to Deputy Commissioner (Cluster), Transport Department, GNCTD, Room No.123, New Block, 5/9, Under Hill Road, Delhi – 110054, so as to reach on or before 1500 hours Indian Standard Time (IST) on xxxxxx, 2021 (“Proposal Due Date for submission of e-tender”).

Pre-bid meeting will be held on xxxxx, 2021 at 2:30 PM IST, in the Conference Room of Transport Department, Government of NCT of Delhi, 2nd Floor, 5/9, Under Hill Road, Delhi – 110054. Bidders are expected to complete their registration by 2:00 p.m IST. on the same day.

Deputy Commissioner (Cluster)
Transport Department
Government of NCT of Delhi
E-mail: cs.nawani@delhi.gov.in
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPI</td>
<td>Consumer Price Index</td>
</tr>
<tr>
<td>CYOF</td>
<td>Consolidated Year One Fare</td>
</tr>
<tr>
<td>DIMTS</td>
<td>Delhi Integrated Multi-Modal Transit System</td>
</tr>
<tr>
<td>DMRC</td>
<td>Delhi Metro Rail Corporation</td>
</tr>
<tr>
<td>DTC</td>
<td>Delhi Transport Corporation</td>
</tr>
<tr>
<td>GNCTD</td>
<td>Government of National Capital Territory of Delhi</td>
</tr>
<tr>
<td>GOI</td>
<td>Government of India</td>
</tr>
<tr>
<td>INR</td>
<td>Indian National Rupee</td>
</tr>
<tr>
<td>LOA</td>
<td>Letter of Acceptance</td>
</tr>
<tr>
<td>MoU</td>
<td>Memorandum of Understanding</td>
</tr>
<tr>
<td>PCU</td>
<td>Passenger Car Unit</td>
</tr>
<tr>
<td>RFQP</td>
<td>Request for Qualification and Proposal</td>
</tr>
<tr>
<td>RTV</td>
<td>Rural Transport Vehicle</td>
</tr>
<tr>
<td>SB</td>
<td>Successful Bidder</td>
</tr>
<tr>
<td>SPC</td>
<td>Special Purpose Company</td>
</tr>
<tr>
<td>Part I</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>Part II</td>
<td>Draft Concession Agreement</td>
</tr>
<tr>
<td>Part III</td>
<td>Cluster Design Data</td>
</tr>
<tr>
<td>Part IV</td>
<td>Financial Proposal Format</td>
</tr>
</tbody>
</table>

**Part I: Instructions to Bidders**

1. **Scheme Overview** ........................................................................................................ 9
   1.1 Definitions ......................................................................................................................... 9
   1.2 *Brief Description of the Scheme* ..................................................................................... 12

2. **Introduction to Project** .................................................................................................... 15
   2.1 General ............................................................................................................................... 15
   2.2 *Brief Description of Bidding Process* ............................................................................... 16
   2.3 *Role of DIMTS* .................................................................................................................. 17

3. **Instruction to Bidders** ........................................................................................................ 18
   A. **General** .......................................................................................................................... 18
      3.1 **Scope of Proposal** ....................................................................................................... 18
      3.2 **Eligible Bidders** ........................................................................................................... 19
      3.3 **Additional Requirements for Proposal Submitted by a Consortium** ............................ 20
      3.4 **Special Conditions of Eligibility** ............................................................................... 22
      3.5 **Incorporation of Special Purpose Company** ................................................................. 22
      3.6 **Number of Proposals** .................................................................................................. 22
      3.7 **Proposal Preparation Cost** .......................................................................................... 22
      3.8 **Verification of Documents** ........................................................................................ 23
      3.9 **Contents of RFQP Document** ...................................................................................... 23
      3.10 **Clarifications by Bidders** ............................................................................................ 23
      3.11 **Amendment of RFQP Document** ................................................................................ 24
      3.12 **Miscellaneous – Other Provisions** ............................................................................ 24
      3.13 **Disqualification** ........................................................................................................ 25
      3.14 **Language** ................................................................................................................... 29
      3.15 **Currency** ................................................................................................................... 29
      3.16 **Bid Security** .............................................................................................................. 29
      3.17 **Validity of Proposal** .................................................................................................. 31
      3.18 **Bidders Responsibility** .............................................................................................. 31
      3.19 **Pre-Proposal Meeting** ............................................................................................... 32
      3.20 **Format and Signing of Proposal** ................................................................................. 32
      3.21 **Submission of Proposal** ............................................................................................ 34
Appendix 8: Format for Experience of the Bidder

Appendix 7: Format for Financial Capability

Appendix 6: Format for Details of Bidder

Appendix 5: Format for Power of Attorney for Lead Member of Consortium

Appendix 4: Format for Power of Attorney for Signing of Proposal

Appendix 3: Format of Notification of Intent to Submit Proposal

Appendix 2: Format of Notification of Intent to Submit Proposal

Appendix 1: Schedule of Bidding Process

4 Criteria and Methodology for Qualification and Evaluation

A. General

4.1 Qualification Parameters

4.2 Operational Experience Criteria

4.3 Evaluation Criteria for Financial Capability

4.4 Evaluation Criteria for a Consortium

4.5 Other Condition of Qualification

4.6 Deleted

B. Evaluation Methodology

4.7 Opening of Proposal

4.8 Test of Responsiveness

4.9 Evaluation of Technical Submissions

4.10 Evaluation of Price Proposal

4.11 Notification

4.12 Transport Department, GNCTD’s Right to Accept or Reject Proposal

4.13 Acknowledgment of Letter of Acceptance (LOA) and Execution of Concession Agreement

4.14 Performance Security

Appendix 1: Schedule of Bidding Process

Appendix 2: Format of Notification of Intent to Submit Proposal

Appendix 3: Format for Covering Letter cum Project Undertaking

Appendix 4: Format for Power of Attorney for Signing of Proposal

Appendix 5: Format for Power of Attorney for Lead Member of Consortium

Appendix 6: Format for Details of Bidder

Appendix 7: Format for Financial Capability of the Bidder

Appendix 8: Format for Experience of the Bidder

Appendix 8A: Format for Permit Details

Appendix 8B: Guidelines for Providing Information Related to Experience

Appendix 8C: Format for Cumulative Revenue from providing Maintenance Services to the extent of AMC experience of buses by the Bidder

Appendix 8D: Guidelines for Providing Information Related to Maintenance Services Experience
Appendix 9: Format for Affidavit Certifying that Entity / Directors of Entity are not Blacklisted
71
Appendix 10: Format for Memorandum of Understanding (MOU)..............................................72
Appendix 11: Deleted.....................................................................................................................74
Appendix 12: Format for Undertaking by Type 2 Bidder .........................................................75
Appendix 13: Format of Non-Collusion Certificate.................................................................77
Appendix 14: Format of Bid Security ........................................................................................78
Appendix 15A: Format of Price Proposal..............................................................................80
Appendix 15B: Format of Price Proposal..............................................................................81
Appendix 16: Format for Draft Letter of Acceptance (To be issued by Transport Department, GNCTD)................................................................................................................82
Appendix 17: Format of Acknowledgement Letter of Acceptance (To be issued submitted by Successful Bidder to Transport Department, GNCTD).........................................................84
Appendix 18: Format for Annual Operating Costs ....................................................................86
Appendix 19: Format for Operations Plan .................................................................................87
Appendix 20: Format of Affidavit .................................................................................................88
Appendix 21: Guidelines of the Department of Disinvestment ....................................................89
Appendix 22: Cluster Details (Refer Part-III Cluster Design Data) .............................................91
Appendix 23: Integrity Pact .............................................................................................................92
Annexure 1: Office Memorandum and corresponding Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure.........................................................100
1 Scheme Overview

1.1 Definitions

1.1.1 In this RFQP Document, the following words and expressions shall, unless repugnant to the context or meaning thereof and unless the document so specifically provides, have the meaning hereinafter respectively assigned to them:

1) “Bidder” means interested party who is eligible to submit its proposal in accordance with the RFQP Document for the Project.

2) “Bidding Process” shall mean the single stage competitive bidding process with two envelope system comprising (i) the Technical Submissions and (ii) the Price Proposal for each Cluster or Project.

3) “Business Entity” shall mean either of the following:
   (a) a company incorporated under the Companies Act, 2013, but excluding companies covered under section 2(45) of the Companies Act, 2013; or
   (b) an entity incorporated outside India under equivalent law.

4) “Bid Security” shall mean the unconditional and irrevocable bank guarantee submitted along with the Proposal by the Bidder as per the provisions of Clause 3.16 of this RFQP Document, Part I, Instructions to Bidders. FDR in line with GFR shall also be allowed for the purpose of Bid Security lieu of bank guarantee. All provisions related to Bid Security submitted vide bank guarantee shall apply mutatis mutandis to the Bid Security submitted vide FDR.

5) “Cluster” shall mean an identified cluster of Routes to be allocated to the Successful Bidder for operation of Stage Carriage Services as set out in Part III of this RFQP Document.

6) “Concession Agreement” shall mean the agreement to be entered into between Transport Department, GNCTD and the Concessionaire for each Project.

7) “Concessionaire or Operator” shall mean the entity with whom Concession Agreement is entered by Transport Department, GNCTD for each Project.

8) “Conflict of Interest” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process, if they have a relationship with each other directly or through a common entity, that puts them in a position to have access to information about or influence of another Bidder and as described in Clause 3.13.3 of this RFQP Document, Part I, Instructions to Bidders.

9) “Consortium” shall mean the combination of a maximum of five (5) entities coming together for submission of a Proposal and as particularly described under Clause 3.2.1 of the RFQP Document.
10) “Contract Carriage” means a motor vehicle which carries a passenger or passengers for hire or reward and is engaged under a contract, whether expressed or implied, for the use of such vehicle as a whole for the carriage of passengers mentioned therein and entered into by a person with a holder of a permit in relation to such vehicle or any person authorized by him in this behalf on a fixed or an agreed rate or sum-

(a) on a time basis, whether or not with reference to any route or distance; or
(b) from one point to another, and in either case, without stopping to pick up or set down passengers not included in the contract anywhere during the journey, and includes-
   (i) a maxi cab; and
   (ii) a motorcar notwithstanding separate fares are charged for its passengers and where a Permit has been issued in terms of Section 74 of The Motor Vehicles Act, 1988

11) “DIMTS” shall mean Delhi Integrated Multi-Modal Transit System Limited.

12) “GNCTD” shall mean the Government of National Capital Territory of Delhi.

13) “Lead Member” shall mean a specific member in a Consortium duly nominated by all other members of such Consortium.

14) “Letter of Acceptance” shall mean the letter issued by the Secretary and Commissioner, Transport Department acting for and on behalf of the President of India to the Successful Bidder for award of the Project.

15) “Operator” shall mean the entity with which GNCTD would enter into a Concession Agreement.

16) “Partnership Firm” shall mean a partnership firm as defined and registered under the Indian Partnership Act, 1932 or limited liability partnership firm or an entity incorporated outside India under equivalent law.

17) “Permit” shall mean a permit issued by appropriate authority in terms of The Motor Vehicles Act, 1988 authorising the use of a motor vehicle as a Public Service Vehicle.

18) “Project” shall mean the Stage Carriage Services to be provided by the Concessionaire under integrated management of a suitable agency to be appointed by DoT and through a Concession granted by GNCTD and as per the terms of the RFQP Document and Concession Agreement.

19) “Proposal” shall mean the documents received by Transport Department, GNCTD from an interested party who is eligible to submit its proposal in response to this RFQP Document for the Project.
20) “Proposal Due Date” shall mean the time and date specified for submission of application for Proposal, more particularly detailed under Appendix 1 of this RFQP Document, Part I, Instructions to Bidders.

21) “Proposal Validity Period” shall mean the meaning ascribed to it in Clause 3.17.1 of this RFQP Document, Part I, Instructions to Bidders.

22) “Public Service Vehicle” means any motor vehicle used or adapted to be used for the carriage of passengers for hire or reward, and includes a maxi cab, a motorcar, contract carriage and stage carriage.

23) “Qualified Bidder” shall mean the Bidder whose Technical Submissions are found to be responsive and also meet the qualification criteria in accordance with the Evaluation Methodology set out in the RFQP Document.

24) “RFQP Document” shall mean the documents set out in Clause 3.9 including all the Appendices, Annexures and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.

25) "Route" shall mean a specific route used by a stage carriage bus which is a line of travel which specifies the highway or road which may be traversed by a motor vehicle between one terminus and another.

26) “Scheme” shall have the meaning ascribed thereto under Clause 1.2.1 of this RFQP Document.

27) “Stage Carriage” means a motor vehicle constructed or adapted to carry more than six passengers excluding the driver for hire or just reward at separate fares paid by or for individual passengers, either for the whole journey or for stages of the journey and where a Permit has been issued in terms of Section 72 of the Motor Vehicles Act, 1988.

28) “Stage Carriage Services” shall include the public transport services to be provided by the Concessionaire in terms of the Concession Agreement.

29) “Special Purpose Company” or “SPC” shall mean a limited company, as defined and incorporated under the Companies Act, 2013, where required to be formed for each Project.

30) “Successful Bidder” shall mean the Bidder for award of each Project.
1.2 Brief Description of the Scheme

1.2.1 GNCTD has undertaken a programme to establish an environmentally, socially and financially sustainable network of public transport for Delhi and potentially (some) adjoining areas of the National Capital Region, to encourage commuters to shift to public transport system/s. One of the tasks to achieve the above mentioned program is to streamline the private bus operations. For this GNCTD has formulated a scheme that aims at operation of buses in Delhi to specified performance standards, with specific focus on safety, by private entities selected through a competitive bidding process under a suitable contractual structure (herein after referred to as the “Scheme”). Accordingly bulk permits shall be granted to operate on an identified cluster. The overall fleet strength of private buses and DTCs fleet in each cluster of routes will be approximately in the proportion of 50:50.

1.2.2 The Scheme is expected to cover all existing and potentially new routes in a phased manner. To reduce competition of buses on roads, based on commonality of existing routes, routes are expected to be aggregated together in a Cluster and offered as a Project, based on following broad guidelines:

- Routes that have a substantial number of contiguous stages that are common can be in the same Cluster;
- Scheme operation would be synchronised with stage carriage services of DTC under UTT; and
- besides services under UTT other services such as University specials, limited special services (both by DTC), feeder services by DMRC are expected to continue their services.

1.2.3 Routes have been classified into Clusters based on geographical considerations and nature of services to be provided. Based on the geographical considerations, tentative list of Clusters is set out below:

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Notified/Old Cluster No.</th>
<th>Cluster Number in Order of Bidding</th>
<th>Actual no. of buses (excluding reserve fleet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>231</td>
</tr>
<tr>
<td>2</td>
<td>16</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>232</td>
</tr>
<tr>
<td>3</td>
<td>5</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>181</td>
</tr>
<tr>
<td>4</td>
<td>6</td>
<td>4&lt;sup&gt;th&lt;/sup&gt;</td>
<td>148</td>
</tr>
<tr>
<td>5</td>
<td>14</td>
<td>5&lt;sup&gt;th&lt;/sup&gt;</td>
<td>120</td>
</tr>
<tr>
<td>6</td>
<td>12</td>
<td>6&lt;sup&gt;th&lt;/sup&gt;</td>
<td>423</td>
</tr>
<tr>
<td>7</td>
<td>7</td>
<td>7&lt;sup&gt;th&lt;/sup&gt;</td>
<td>358</td>
</tr>
<tr>
<td>8</td>
<td>8</td>
<td>8&lt;sup&gt;th&lt;/sup&gt;</td>
<td>513</td>
</tr>
<tr>
<td>9</td>
<td>17</td>
<td>9&lt;sup&gt;th&lt;/sup&gt;</td>
<td>418</td>
</tr>
<tr>
<td>10</td>
<td>13</td>
<td>13&lt;sup&gt;th&lt;/sup&gt;</td>
<td>350</td>
</tr>
<tr>
<td>11</td>
<td>10 (14)</td>
<td>14 (part)&lt;sup&gt;th&lt;/sup&gt;</td>
<td>120</td>
</tr>
<tr>
<td>12</td>
<td>9 (16)</td>
<td>16&lt;sup&gt;A&lt;/sup&gt;</td>
<td>250</td>
</tr>
<tr>
<td>13</td>
<td>9 (16)</td>
<td>16B&lt;sup&gt;B&lt;/sup&gt;</td>
<td>280</td>
</tr>
</tbody>
</table>
### Cluster No. 3 CLF and 4 CLF

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Notified/Old Cluster No.</th>
<th>Cluster Number in Order of Bidding</th>
<th>Actual no. of buses (excluding reserve fleet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>2A+10B</td>
<td>14CLF(^\wedge)</td>
<td>250</td>
</tr>
<tr>
<td>15</td>
<td>4A+15A</td>
<td>15CLF(^\wedge)</td>
<td>190</td>
</tr>
<tr>
<td>16</td>
<td>2B+10C</td>
<td>16A CLF(^\wedge)</td>
<td>160</td>
</tr>
<tr>
<td></td>
<td></td>
<td>16B CLF(^\wedge)</td>
<td>190</td>
</tr>
<tr>
<td>17</td>
<td>3A+15B</td>
<td>17CLF(^\wedge)</td>
<td>210</td>
</tr>
<tr>
<td>18</td>
<td></td>
<td>E1(^\wedge)</td>
<td>190</td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>3 CLF(^#)</td>
<td>230</td>
</tr>
<tr>
<td>20</td>
<td></td>
<td>4 CLF(^#)</td>
<td>220</td>
</tr>
</tbody>
</table>

Note:

\(^\wedge\) Bidding process completed, \(^\wedge\) Bidding process in progress, \(^\#\) Cluster for which this RFQP Document is issued.

& The routes of the clusters are restructured under Cluster 3 CLF and 4 CLF for bidding.

2. Operation of Private Stage Carriage Services in Delhi was planned in terms of the Scheme (refer para 1.2.1 of Part I – Instructions to Bidders) with the services of Private Stage Carriage operators being sought for 17 Clusters. Based on availability of land for the depots and their location, the Clusters were reorganized by suitably regrouping the routes by minimizing dead mileage and with a view to improve operations efficiency and productivity in line with the Scheme objectives. Therefore the number of projects being bid out would exceed the number of Clusters as initially identified. Since the earlier Bids used the term Cluster also as a Bid package, this distinction has now become blurred due to aforesaid reasons. Therefore it is clarified that for the purpose of bidding and Concession Agreement, the word Cluster needs to be interpreted and understood as bid package or “Project”. The word Cluster and Project shall be used, interchangeably mutatis mutandis.

1.2.4 All buses under the Scheme would be operating under a common brand, tentatively referred as “Delhi Transit”.

1.2.5 A detailed time table (“Unified Time Table” or “UTT”), setting out time-slots for operation of DTC buses and the Stage Carriage Services for Cluster No. 3 CLF and 4 CLF shall be provided.

1.2.6 The Operator will also be required to meet Performance Standards, specified in the Concession Agreement, failing which appropriate penalty would be levied for non-performance thereof. The Performance Standards could typically relate to:

- Service levels for the operations
- Specifications & Standards for the buses
- Performance of staff
1.2.7 Each Cluster shall have buses as defined in terms of technical specifications. In addition to pre-specified technical specifications, the buses are also expected to be equipped with certain specific equipment that may include:

- Device/s to enable the tracking of buses
- Device/s to communicate operational parameters on a continuous basis to a control centre
- Device/s to validate off-board tickets
- Device/s to issue tickets that record the number of tickets issued and the time and place of issue
- Devices to record the identity of staff in the bus

1.2.8 Fares may be collected through a variety of options like tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services could also be introduced at a later date. On-board, off-board collection and any other revenue stream including advertisement revenue shall be retained by GNCTD, a detailed mechanism is provided in the draft Concession Agreement.
2 Introduction to Project

2.1 General

2.1.1 Transport Department, GNCTD invites Proposals through e-procurement portal (https://govtprocurement.delhi.gov.in ), from suitable entities for operation of Stage Carriage Services in Cluster No. 3 CLF and 4 CLF (Please refer to Table in Para 1.2.3 of ITB for corresponding notified Cluster Numbers) under a suitable contractual structure for a period of ten (10) years. The private entity shall be selected through an open, transparent and competitive bidding process.

2.1.2 The Bidding Process is being undertaken for Cluster No. 3 CLF and 4 CLF. However, bidding for each Cluster is a distinct and separate activity and GNCTD reserves the right to separate the bidding of Clusters in terms of process qualification/evaluation criteria, any other material features of draft Concession Agreement.

2.1.3 The Concessionaires shall be required to comply with the provisions of the Motor Vehicle Act, 1988, rules and Permit conditions made there under, other relevant statutes and directions of Hon'ble Courts issued from time to time.

2.1.4 Permit for operation of Stage Carriage is issued by the State Transport Authority (“STA”), GNCTD for a maximum period of five (5) years only. To meet obligations under the Concession Agreement renewal of Permits may be required, for which purpose Concessionaires shall be required to approach STA. GNCTD proposes to facilitate such process, in terms of the Concession Agreement.

2.1.5 The Concessionaires would be required to mobilize finances, procure, develop necessary infrastructure, and operate the Stage Carriage Services in accordance with the specifications and standards set out and under other applicable laws/ bylaws governing such operations.

2.1.6 An agreement for development, operation, management, financing of the Project (“Concession Agreement”) with development milestones and operations requirements/ specifications/ performance standards clearly set out is expected to be executed between GNCTD and the Successful Bidder for each Project. The draft Concession Agreement would also provide specific rights towards use of road infrastructure, bus stops bus depot, and bus terminals for use by the Concessionaire.

2.1.7 The Indicative costs pertaining to the Project(s) are provided in the table below. The assessment of actual costs, however, will have to be made by the Bidders.

<table>
<thead>
<tr>
<th>Cluster No.</th>
<th>Number of Buses</th>
<th>Estimated Cost of Year One Services (Rs. Crore)</th>
<th>Estimated Cost of Assets (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cluster 3 CLF</td>
<td>230</td>
<td>126.55</td>
<td>201.25</td>
</tr>
<tr>
<td>Cluster 4 CLF</td>
<td>220</td>
<td>121.05</td>
<td>192.50</td>
</tr>
</tbody>
</table>
2.2 Brief Description of Bidding Process

2.2.1 Transport Department, GNCTD intends to follow a single stage bidding process with two bids system (“Bidding Process”) through e-procurement portal for selection of operator(s) for the Project(s). This process involves selection of a Successful Bidder of interested parties who is eligible to submit its proposal as specified in this RFQP Document (the “Bidders”).

2.2.2 RFQP Document follows a two stepped approach comprising:

- Qualification Phase: Shortlisting of Bidders based on qualification criteria (“Shortlisted Bidders”)
- Proposal Phase: Evaluation of Price Proposals received from Shortlisted Bidders (“Successful Bidder”)

2.2.3 GNCTD invites proposal from interested parties in response to this RFQP Document for two (2) Projects, each catering to one specific Cluster i.e., Cluster No. 3 CLF and 4 CLF. Each of such Projects shall be treated as individual and distinct Projects.

2.2.4 Subject to Clause 3.4.2, each Bidder can win a maximum of six (6) Projects out of the Cluster Scheme except for Type 2 Bidder who can win a maximum of one Project only. Financial Capability of a Shortlisted Bidder shall be adjusted (reduced) to reflect the Project won by such Successful Bidder.

2.2.5 As a part of the Bidding Process, the business entities and interested parties will be required to submit two bids containing: (i) their Technical Submissions; and (ii) their Price Proposal as part of their proposal package through e-procurement portal of GNCTD.

2.2.6 Technical Submission of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, bid security and other such compliances and further to evaluate the technical capability and financial capability in accordance with the Evaluation Methodology set out in this RFQP Document. At the end of this Qualification Phase, Transport Department, GNCTD intends to prepare and release a list of Shortlisted Bidders for each Project.

2.2.7 Price Proposal of only Shortlisted Bidders shall be opened.

2.2.8 Price Proposal shall be opened in terms of Clause 4.10.4 to identify Successful Bidder for each Project.

2.2.9 The Successful Bidder for each Project would then be required to enter into a Concession Agreement with Transport Department, GNCTD, a draft of such Concession Agreement is attached as Part–II of this RFQP Document.

2.2.10 Details of the process of selection, including the schedule of Bidding Process (as provided in Appendix 1 to this RFQP Document), is set out in this RFQP Document.

2.2.11 GOI has issued guidelines (see Appendix 21 of RFQP Document) for qualification of Bidders seeking to acquire stakes in any public enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process.
The Transport Department, GNCTD shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to submit their Proposal and should give an undertaking to this effect in the form at Appendix 13.

2.3 Role of DIMTS

2.3.1 DIMTS, a joint venture of GNCTD and IDFC Foundation, has been duly appointed and authorised by GNCTD for project preparation work, management of bid process for selection of suitable operators and management of Concession Agreement(s).

2.3.2 Notwithstanding anything contained in this RFQP Document, DIMTS shall not, in any manner whatsoever and by any person (whether natural or legal) whomsoever, be held responsible/liable for any loss, damages, cost, expense or alleged prejudice which may arise from or be incurred or suffered on account of anything done or caused to be done, in good faith and with reasonable diligence, during performance of any of its obligations for and on behalf of GNCTD.
3 Instruction to Bidders

A. General

3.1 Scope of Proposal

3.1.1 Transport Department, GNCTD wishes to seek responses to the RFQP Document in the form of proposal (“Proposal”) in terms of Clause 2.1.1.

3.1.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Qualification and Proposal (RFQP) Document (hereinafter referred to as the “Evaluation Methodology”) in order to identify the Successful Bidder for the Project (hereinafter referred to as the “Successful Bidder”). The Successful Bidder would then be required to enter into an agreement (hereinafter the “Concession Agreement”) with Transport Department, GNCTD as per the draft set forth in Part – II of this RFQP Document and perform the obligations as stipulated therein, in respect of the Project.

3.1.3 Terms used in this RFQP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

3.1.4 Pursuant to the release of this RFQP Document, the Transport Department, GNCTD shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFQP Document and other documents to be provided to the Transport Department, GNCTD pursuant to this RFQP Document including annexure thereto (collectively referred to as the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Transport Department, GNCTD.

3.1.5 The Bidding Documents including this RFQP Document and all attached documents are and shall remain the property of Transport Department, GNCTD and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective 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 Transport Department, GNCTD will not return any Proposal or any information provided along therewith.

3.1.6 The Bidders are expected to examine the Operation of Private Stage Carriage Services Project, Cluster No. 3 CLF and 4 CLF in detail, and to carry out, at their own cost due diligence as may be required to submit their Proposal for the implementation of the Operation of Private Stage Carriage Services in Cluster No. 3 CLF and 4 CLF.

3.1.7 The statements and explanations contained in this RFQP Document are intended to provide an understanding to the Bidders about the subject matter of this RFQP Document and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Successful Bidder to be set forth in the Concession Agreement or the Transport Department, GNCTD’s right to amend, alter, change, supplement or clarify the scope of service and work, the concession to be awarded pursuant to the RFQP Document including the terms thereof,
and this RFQP Document including terms herein contained. Consequently, any
omissions, conflicts or contradictions in the Bidding Document including this RFQP
Document are to be noted, interpreted and applied appropriately to give effect to this
intent and no claim on that account shall be entertained by the Transport Department,
GNCTD.

3.1.8 Any condition or qualification or any other stipulation contained in the Proposal shall
render the Proposal liable to rejection as a non-responsive Proposal.

3.1.9 This RFQP Document is not transferable.

### 3.2 Eligible Bidders

3.2.1 The Bidders eligible for participating in the Request for Qualification and Proposal
process shall be any one of the following:

**Type 1**: A Business Entity; or

**Type 2**: A Co-operative Society of Scheduled Castes or Scheduled Tribes (SC /ST)
registered in Delhi under Delhi Co-operative Societies Act, 2003 on or before
Proposal Due Date, where all members of such Co-operative society belong
either to the scheduled castes and/or the scheduled tribes; or

**Type 4**: A combination of a maximum of five (5) members, comprising one Lead
Member who is a Type 1/ Type 2/ AIF entity with other members who are
Type 1/Type 2/ Partnership Firm / registered Co-operative Society / individual
/ VCF entity/Alternate Investment Funds and shall hereinafter be referred as
"Consortium".

(i) Venture Capital Fund ("VCF") shall mean entities registered under the
SEBI\(^1\) (Venture Capital Funds) Regulations, 1996 and/or Securities and
Exchange Board of India (Alternative Investment Funds) Regulations,
2012 and incorporated under
a. the Indian Trusts Act, 1882; or
b. Act of Parliament or State Legislation

(ii) Alternate Investment Funds (“AIF”) shall mean entities defined as AIF
under sub clause (b) of regulation 2 of Securities and Exchange Board

Note: A VCF/ AIF can participate only as other member of Type 4 Bidder and its
Charter/by-laws, as the case may be, shall allow such activities for which this
RFQP Document is issued.

Type 2 Bidder in the event of being declared as the Successful Bidder, would be
required to amend its bye-laws, as prescribed under section 11 of Delhi Co-operative

---

\(^1\) Securities and Exchange Board of India
3.2.2 The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 4, authorising the signatory of the Proposal to commit the Bidder.

3.2.3 Deleted.

3.2.4 Type 2 Bidder is required to submit a letter of undertaking in terms of format set out in Appendix 12.

3.2.5 Notwithstanding anything stated elsewhere in these documents, Transport Department, GNCTD shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to Transport Department, GNCTD. A Bidder may be disqualified if it is determined by Transport Department, GNCTD, at any stage of the process, that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by Transport Department, GNCTD.

3.2.6 A Bidder or member of Consortium which has earlier been barred by Transport Department, GNCTD / any other entity of GNCTD or blacklisted by any state government or central government / department / agency in India shall not be eligible to submit a Proposal, either individually or as member of a Consortium, if such bar subsists as on the Proposal Due Date. The Bidder or the member of Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in Appendix 9.

3.2.7 Deleted

3.2.8 Bidders shall comply with the provisions of Office Memorandum and corresponding Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) attached as Annexure 1 to this Part I of RFQP document. Bidders shall also comply with any future amendments to GFRs issued by Govt of India.

3.3 Additional Requirements for Proposal Submitted by a Consortium

3.3.1 Wherever required, the Proposal shall contain the information required for each of the members of the Consortium.

3.3.2 The Proposal shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the members of the Consortium.

3.3.3 Members of the Bidder Consortium shall submit a Power of Attorney in favour of the Lead Member in the format at Appendix 4 authorising the Lead Member and person(s) duly authorised by the Lead Member to sign the Proposal and to make legally binding commitments.
3.3.4 Proposals submitted by a Consortium should comply with the following additional requirements:

(a) the number of members in the Consortium would be limited to five (5);
(b) the Proposal should contain the information required from each member;
(c) the Proposal should include a description of the roles and responsibilities of all the members;
(d) Members of the Consortium shall nominate one member as the Lead Member and that Member must be a Type 1/ Type 2 as defined in Clause 3.2.1;
(e) a Bidder who has applied for Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Project;
(f) the Members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium as per the format enclosed at Appendix 5; and
(g) the Members of the Consortium shall enter into a Memorandum of Understanding (MoU), as per the format provided under Appendix 10 for the purpose of submission of the Proposal.

The MoU should, interalia,

(i) convey the intent of the Lead Member to form a SPC with the shareholding pattern as detailed under Clause 4.4.2. Such SPC shall enter into the Concession Agreement and subsequently carry out all the responsibilities in terms of the Agreement/s;
(ii) clearly outline the proposed roles and responsibilities of each member of the Consortium;
(iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Project in accordance with the terms of the Concession Agreement; and
(iv) clearly refer to the Project for which the arrangement is made.

A copy of the MoU signed by all members should be submitted with the Proposal. The MoU entered into between the members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

3.3.5 Minimum Shareholding Obligation: By submitting the Proposal, the Bidder Consortium and each of its members shall be deemed to have acknowledged that it was short-listed on the basis of the technical and financial capacity of those of its Consortium Members who will own at least 26% by the Lead Member and 5% by Other Member each of the issued and subscribed equity share capital of the Concessionaire in terms of Clause 4.4.2 and 4.4.3. The Bidder Consortium and each of the Consortium members shall further by submitting the Proposal be deemed to have (i) acknowledged and undertaken that each of such Consortium Members shall continue to hold the aforesaid minimum shareholding in the SPC and is achieved under and in accordance with the provisions of the Concession Agreement, (ii) the aforesaid shareholding obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and (iii) any breach of the shareholding obligation shall, notwithstanding anything to the contrary contained in the Concession
Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.

3.3.6 Any change in the composition of a Consortium shall not be permitted.

### 3.4 Special Conditions of Eligibility

3.4.1 Each Bidder can win a maximum of six (6) Projects out of the Cluster Scheme except for Type 2 Bidder who can win a maximum of one Cluster only. The aforesaid shall be subject to following conditions:

a) Type 1 and Type 4 Bidder can win maximum of six (6) Projects
b) Lead Member of Type 4 Bidder can win maximum of six (6) Projects
c) Type 1 and 2 Bidder in a given Project can be part of Consortium for another Project. However, maximum number of Projects that can be won by such Consortium shall include Projects won by any of the aforesaid Type 1 and 2 Bidder.

3.4.2 Cluster no. 3, 4 and 5 are restructured as Cluster 3 CLF and 4 CLF through this Bidding Process under this RFQP. The limit of maximum no. of six (6) projects as provided in Clause 3.4.1 shall not include Cluster No. 3, 4 and 5 (refer table provided in Clause 1.2.3).

### 3.5 Incorporation of Special Purpose Company

3.5.1 A Type 4 Bidder being declared as the Successful Bidder for the Project shall be required to incorporate a limited liability company under Indian Companies Act, 2013. However, Type 1 Bidders are allowed to form a SPC for implementing the Project.

### 3.6 Number of Proposals

3.6.1 Each Bidder shall submit only one (1) Proposal for each Project in response to this RFQP Document. Any entity, which submits or participates in more than one Proposal will be disqualified and will also cause the disqualification of Consortium in which it is a member.

### 3.7 Proposal Preparation Cost

3.7.1 The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. Transport Department, GNCTD will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
3.8 Verification of Documents

3.8.1 Transport Department, GNCTD, reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQP Document. Failure of the Transport Department, GNCTD to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Transport Department, GNCTD thereunder.

3.9 Contents of RFQP Document

3.9.1 The RFQP Document consists of four parts and would include any addenda issued in accordance with Clause 3.11.1.

<table>
<thead>
<tr>
<th>Part I</th>
<th>Instructions to Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part II</td>
<td>Draft Concession Agreement</td>
</tr>
<tr>
<td>Part III</td>
<td>Cluster Design Data</td>
</tr>
<tr>
<td>Part IV</td>
<td>Financial Proposal Format</td>
</tr>
<tr>
<td>FB 1</td>
<td>Financial Bid for Cluster 3 CLF</td>
</tr>
<tr>
<td>FB 2</td>
<td>Financial Bid for Cluster 4 CLF</td>
</tr>
</tbody>
</table>

3.10 Clarifications by Bidders

3.10.1 Bidders requiring any clarification on the RFQP Document may notify Transport Department, GNCTD in writing or by facsimile within such date as specified in the Schedule of Bidding Process set forth in Appendix 1. Transport Department, GNCTD may at its sole discretion, forward to all Bidders, copies of Transport Department, GNCTD’s response, including a description of the enquiry but without identifying its source. Bidders shall have to post queries by email to cs.nawani@delhi.gov.in .

"Queries/Request for Additional Information:
RFQP Document for Operation of Private Stage Carriage Services in Cluster No. 3 CLF and 4 CLF"

3.10.2 The Transport Department, GNCTD shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Transport Department, GNCTD reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring the Transport Department, GNCTD to respond to any question or to provide any clarification through e-procurement portal of GNCTD.

3.10.3 The Transport Department, GNCTD may also on its own motion, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Transport Department, GNCTD shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by the
Transport Department, GNCTD or their employees, advisors or representatives shall not in any way or manner be binding on the Transport Department, GNCTD.

3.11 Amendment of RFQP Document

3.11.1 At any time prior to the Proposal Due Date, the Transport Department, GNCTD may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQP Document by issue of Addenda.

3.11.2 Any Addendum thus issued will only be posted on e-procurement portal of GNCTD. Bidders are advised to visit the website https://govtprocurement.delhi.gov.in regularly to keep themselves updated.

3.11.3 In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, the Transport Department, GNCTD may, at its own discretion, extend the Proposal Due Date.

3.11.4 The Transport Department, GNCTD may in its sole discretions and without assigning any reason modify, alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFQP Document.

3.12 Miscellaneous – Other Provisions

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

3.12.2 Transport Department, GNCTD, in its sole discretion and without incurring any obligation or liability, reserves the right 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) qualify or not to qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
c) change and / or modify potential Clusters by amalgamating or by dividing in to more or lesser number of Clusters envisaged under the Scheme;
d) retain any information and/or evidence submitted to Transport Department, GNCTD by, on behalf of, and/ or in relation to any Bidder; and

e) 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.
f) As part of the Scheme more than one bidding processes are expected to be undertaken. Each of the bidding process shall be separate and distinct activities and GNCTD reserve the right to change amend, delete, modify these bidding processes in terms of process, qualification, evaluation, any other material features or draft Concession Agreement (dCA).

g) No claim of whatsoever over shall of admissible towards aforementioned bidding processes which are being undertaken over a period of time, since based on market response, market conditions, government policies and objective, public good, court
guidelines, court directives may require such changes made in the bidding processes.

3.12.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases Transport Department, GNCTD, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

3.12.4 Any change in ownership of the Bidder / Successful Bidder, including any material change in the equity holding thereof, shall be subject to the provisions of Clause 4.4.2 and 4.4.3 of this RFQP Document.

### 3.13 Disqualification

3.13.1 Even if the Bidder meets the guidelines as set forth in this RFQP Document, Transport Department, GNCTD at its discretion can disqualify the Bidder if:

a) the Bidder has been debarred by any state or central government or government agency in any country; or

b) the Bidder has made misleading or false representation in the forms, statements and attachments submitted; or

c) the Bidder has a record of poor performance during the last three (3) years such as consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.; or

d) any of its key personnel have a criminal history or have been convicted by any court of law for any criminal offences other than minor offences.

3.13.2 Upon submission of the Proposal it would be deemed that the Bidder has prior to the submission thereof:

(a) made a complete and careful examination of the terms and conditions/requirements, and other information set forth in this RFQP Document and other Bidding Documents;

(b) received all such relevant information as it has requested from the Transport Department, GNCTD;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in any of the Bidding Documents or furnished by or on behalf of the Transport Department, GNCTD relating to any of the matters referred to in the Bidding Process including Bidding Documents;

(d) made a complete and careful examination and satisfied itself about all matters, things and information necessary and required for submitting the Proposal, various aspects of the Operation of Private Stage Carriage Services in Clusters
No. 3 CLF and 4 CLF, execution of the Operation of Private Stage Carriage Services in Cluster No. 3 CLF and 4 CLF in accordance with the Bidding Documents, including the Concession Agreement, and performance of all its obligations hereunder including but not limited to:

(i) the Routes;
(ii) existing facilities, depot details and structures;
(iii) the condition of the roads, traffic conditions, utilities, availability of water and power supply;
(iv) conditions affecting transportation, access, disposal, handling and storage of the materials; and
(v) all other matters that might affect the Bidder’s performance under the terms of this RFQ Document.

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in sub-clause (d) above of this Clause 3.13.2 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Transport Department, GNCTD or a ground for termination of the Concession Agreement; and

(f) agreed to be bound by the undertakings provided by it under and in terms hereof.

The Transport Department, GNCTD shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.13.3 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, the Transport Department, GNCTD shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Transport Department, GNCTD for, inter alia, the time, cost and effort of the Transport Department, GNCTD, including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Transport Department, GNCTD hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

(i) such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 5% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 5% of that other Bidder’s paid up and subscribed capital; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or
(iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or

(iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or

(v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Proposal of either or each of the other Bidder; or

(vi) such Bidder has participated as a consultant to the Transport Department, GNCTD in the preparation of any documents, design or technical specifications for the Scheme.

(vii) If any legal, financial or technical adviser of the Transport Department, GNCTD in relation to the Scheme is engaged by the Bidder in any manner for matters related or incidental to the said Project during the Bidding Process or subsequent to the (a) issue of the LOA or (b) 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, 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 the Transport Department, GNCTD, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Transport Department, GNCTD may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Transport Department, GNCTD being liable in any manner whatsoever to the Successful Bidder or the Concessionaire, as the case may be, for the same. The aforesaid have specifically excluded the role envisaged for the Integrated Mechanism of Transport Department for the Scheme.

3.13.4 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, the Transport Department, GNCTD shall reject a 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 the 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 any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Transport Department, GNCTD shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Transport Department, GNCTD towards, inter alia, time, cost and effort of the Transport Department, GNCTD, without prejudice to any other right or remedy that may be available to the Transport Department, GNCTD hereunder or otherwise.

3.13.5 Without prejudice to the rights of the Transport Department, GNCTD under Clause 3.13.4 hereinabove and the rights and remedies which the Transport Department,
GNCTD may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Transport Department, GNCTD 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 Document issued by the Transport Department, GNCTD or GNCTD during a period of five years from the date such Bidder or Concessionaire, as the case may be, is found by the Transport Department, GNCTD 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.

3.13.6 For the purposes of Clauses 3.13.4 and 3.13.5 above, 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 the Transport Department, GNCTD 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 the Transport Department, GNCTD, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Operation of Private Stage Carriage Services in Delhi or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Transport Department, GNCTD in relation to any matter concerning the Scheme;

(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 the Transport Department, GNCTD 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.
B. Preparation and Submission of Proposal

3.14 Language

3.14.1 The Proposal and all related correspondence and documents shall be written in the English language. The Supporting documents and printed literature furnished by the Bidder with the Proposal, may be in any other language provided that they are accompanied by a true and correct official translation into English and duly stamped. In the event of a foreign Bidder the same shall be legalized by the Indian Embassy in the respective country of the Bidder. Supporting materials that are not translated into English may not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

3.15 Currency

3.15.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, 2021. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. Transport Department, GNCTD, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

3.16 Bid Security

3.16.1 Proposals shall be accompanied by a Bid Security as set out in table below for each Project. Joint Bid Security for two or more than two Projects shall not be accepted. No relaxation of any kind in Bid Security shall be given to any Bidder.

<table>
<thead>
<tr>
<th>Cluster No.</th>
<th>Number of Buses</th>
<th>Bid Security (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cluster 3 CLF</td>
<td>230</td>
<td>4.00</td>
</tr>
<tr>
<td>Cluster 4 CLF</td>
<td>220</td>
<td>3.85</td>
</tr>
</tbody>
</table>

3.16.2 The Bid Security shall be kept valid through the Proposal Validity Period and would need to be extended, if so required by the Transport Department, GNCTD, for any extension in Proposal Validity Period.

3.16.3 The Bid Security shall be in the form of an irrevocable Bank Guarantee issued by a nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India, in favour of Commissioner (Transport), Transport Department, GNCTD, as per the format set out in Appendix 14. Demand Draft for Bid Security shall not be accepted under any circumstances. Transport Department, GNCTD shall not be liable to pay any interest on the Bid Security and the same shall be interest free. In case the Bank Guarantee is issued by a foreign bank outside India,
confirmation of the same by any nationalized Bank or a scheduled Bank authorized to handle transactions of Government of India in India is required. For the avoidance of any doubt, ‘Scheduled Bank’ shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. FDR in line with GFR shall also be allowed for the purpose of Bid Security lieu of bank guarantee. All provisions related to Bid Security submitted vide bank guarantee shall apply mutatis mutandis to the Bid Security submitted vide FDR.

3.16.4 The Bid Security shall be returned to unsuccessful Bidders on the signing of Concession Agreement for each Cluster. The Bid Security, submitted by the Successful Bidder, shall be released:

(a) upon signing of the Concession Agreement with the Successful Bidder/ SPC; and
(b) upon furnishing a Performance Guarantee for an amount mentioned in the Concession Agreement;

3.16.5 The Bid Security shall be forfeited as mutually agreed genuine pre-estimated compensation and damages to the Transport Department, GNCTD in the following cases:

(a) If the Bidder withdraws its Proposal except as provided in Clause 3.24.1; or
(b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
(c) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause 4.13.1; or
(d) In case the Successful Bidder fails to sign the Concession Agreement within the specified time limit or any extension thereof; or
(e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach therefor prior to the furnishing of the Performance Security; or
(f) If the Successful Bidder fails to furnish the Performance Security within the specified time limit prescribed therefor in the Concession Agreement; or
(g) If any information or document furnished by the Successful Bidder turns out to be misleading or untrue in any material respect; or
(h) If the Bidder fails to comply with the Bidding Process in any manner; or
(i) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 3.13.4 to 3.13.6 of this RFQP Document; or
(j) If a Bidder has a Conflict of Interest which affects the Bidding Process; or
(k) In case the Successful Bidder fails to incorporate a SPC, where required, for Operation of Private Stage Carriage Services in Cluster No. 3 CLF and 4 CLF as
the case may be within the stipulated time period as specified in this RFQP Document; or

(l) In case there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQP Document, or the Concession Agreement.

3.17 Validity of Proposal

3.17.1 The Proposal shall indicate that it would remain valid for a period not less than 360 days from the Proposal Due Date (herein the “Proposal Validity Period”). The Transport Department, GNCTD reserves the right to reject any Proposal that does not meet this requirement.

3.17.2 Prior to expiry of the Proposal Validity Period, the Transport Department, GNCTD may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 3.16 of this document in all respects. A Bidder refusing the request shall not be eligible to participate in the Bidding process and his Proposal shall be returned.

3.17.3 The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Concession Agreement.

3.18 Bidders Responsibility

3.18.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFQP Document will be at the Bidder’s own risk.

3.18.2 It would be deemed that prior to the submission of Proposal, the Bidder has:

   a) made a complete and careful examination of requirements, and other information set forth in this RFQP Document;
   b) received all such relevant information as it has requested from Transport Department, GNCTD and/ or DIMTS; and
   c) made a complete and careful examination of the various aspects of the Project including but not limited to:

      (i) all technical and operational details related to the Clusters;
      (ii) all other matters that might affect the Bidder’s performance under the terms of this RFQP Document;
      (iii) a diligent scrutiny and is in conformity with the terms and conditions of the draft Concession Agreement and;
      (iv) clearances required to be obtained for the Project; and
3.18.3 Transport Department, GNCTD and/or DIMTS shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

### 3.19 Pre-Proposal Meeting

3.19.1 To clarify and discuss issues with respect to the Project and the RFQP Document, Transport Department, GNCTD and/or DIMTS may hold Pre-Proposal meeting/s.

3.19.2 Prior to the Pre-Proposal meeting/s, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the draft Concession Agreement. Bidders must formulate their responses and forward the same to Transport Department, GNCTD and/or DIMTS prior to the meeting in terms of schedule set out in **Appendix 1**. Transport Department, GNCTD and/or DIMTS may, as may be considered acceptable at its sole discretion, amend the RFQP Document based on inputs provided by Bidders.

3.19.3 Bidders may note that Transport Department, GNCTD will not entertain any deviations to the RFQP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFQP Document with all its contents including the terms and conditions of the draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

3.19.4 Transport Department, GNCTD and/or DIMTS will endeavour to hold the meeting as per Schedule of Bidding Process.

3.19.5 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. Transport Department, GNCTD and/or DIMTS will endeavour to respond to all queries from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal meeting.

3.19.6 All correspondence / enquiries/ request for clarifications should be e-mailed to cs.nawani@delhi.gov.in.

3.19.7 No interpretation, revision, or other communication from Transport Department, GNCTD regarding this solicitation is valid unless posted on e-procurement portal of GNCTD.

### 3.20 Format and Signing of Proposal

3.20.1 Bidders shall provide all the information as per this RFQP Document and in the specified formats. Transport Department, GNCTD reserves the right to reject any Proposal that is not in the specified formats.

3.20.2 The Proposal should be submitted in two bids:

**Bid 1 : Technical Submissions (To be submitted separately for Each Cluster)**, which would include:

(v) applicable laws and regulations in force in India.
i.) Covering Letter cum Project Undertaking as per Appendix 3 stating the Proposal Validity Period

ii.) Power of Attorney for Signing of the Proposal (in case of Consortium, this would need to be provided by all the members) as in Appendix 4.

iii.) In case of Consortium, Power of Attorney for designating the Lead Member of Consortium as in Appendix 5.

iv.) Details of Bidder (in case of Consortium, this would need to be provided by all the members) as in Appendix 6.

v.) Completed format of Financial Capability of the Bidder (in case of Consortium, Financial Capability of all the members) as in Appendix 7.

vi.) 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 the Clause 4.3.

vii.) Completed format of Experience of Bidder (in case of Consortium, Experience of all members) as in Appendix 8, Appendix 8A and Appendix 8B and if applicable, Appendix 8C and Appendix 8D.

viii.) Format for Affidavit Certifying that Business Entity / Promoter/s / Director/s of Business Entity are not Blacklisted / Barred (as in Appendix 9).

ix.) In case of Consortium, Memorandum of Understanding entered into between members as in Appendix 10.

x.) Deleted

xi.) Letter of Undertaking where the Bidder is a Type 2 Bidder, as per the format attached in Appendix 12.

xii.) Proof of registration of the Bidder (in case of Consortium, proof of registration of all the Members)

xiii.) Proof of payment towards the cost of RFQP Document.

xiv.) Non-Collusion Certificate as per Appendix 13.

xv.) Bid Security as per Appendix 14 (separate for each Project).

xvi.) Operations Plan write-up as per Appendix 19 (separate for each Project).

xvii.) Affidavit as per Appendix 20

xviii.) Integrity Pact as per Appendix 23 initialled by the Bidder and to be signed at the time of execution of Concession Agreement

Bid 2: Price Proposal (To be submitted separately for Each Cluster)

i. Price Proposal as per the format set out in Appendix 15A;

ii. Break up of Price Proposal as per format set out in Appendix 15B; and

iii. Annual Operating Cost as per Appendix 18

3.20.3 The Bidder shall upload separately the scanned copy of Bid 1: Technical Submissions and Bid 2: Price Proposal for each Project /Cluster as defined in clause above on the e-procurement portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in) (Please refer “Instructions to Bidders for Online Bid submission”). Upload Price Proposal (Bid-2) for each Project /Cluster by clearly indicating the Cluster No. on the Price Proposal.
3.20.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

3.20.5 The Proposal shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person/s signing the Proposal.

### 3.21 Submission of Proposal

3.21.1 The Bidder shall upload separately the scanned copy of Bid 1: Technical Submissions and Bid 2: Price Proposal for each Project /Cluster as defined in clause above on the e-procurement portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in) (Please refer “Instructions to Bidders for Online Bid submission”). Upload Price Proposal (Bid-2) for each Project /Cluster by clearly indicating the Cluster No. on the Price Proposal.

3.21.2 However, the following Documents have to be submitted in the hard copy:

   a) Original copy of the payment towards the cost of RFQP Document.
   b) Original Bid Security as per Appendix 14 (separate for each Project).
   c) Hard Bound Print out of uploaded Technical Submissions (Bid 1).

   The Bidder shall seal the Hard Copies (indicated in this clause above) in Original, in an envelope, duly marking the envelope as “TECHNICAL SUBMISSIONS including Original Bid Security and Cost of RFQP Document”.

3.21.3 The envelope shall indicate the name and address of the Bidder (In case of a Consortium the name and address of the Lead Member).

3.21.4 All the envelopes shall clearly bear the following identification:

   “Operation of Private Stage Carriage Services in Cluster No. 3 CLF and 4 CLF”,
   “To be opened by Tender Opening Committee only”

   and

   “Submitted by
   Name, Address and Contact Phone No. of the Bidder”

3.21.5 The envelope shall be addressed to:

   ATTN. OF:  Deputy Commissioner (Cluster)
   ADDRESS:  Transport Department
   Government of  NCT of Delhi
   Room No. 127, New Block
   5/9, Under Hill Road, Delhi-110054
3.21.6 Deleted

### 3.22 Proposal Due Date

3.22.1 Proposals should be uploaded / submitted on or before the Proposal Due Date mentioned in the Schedule of Bidding Process, set forth in Appendix 1 to the address provided in Clause 3.21.5 in the manner and form as detailed in this RFQP Document. For the purposes of this RFQP Document the “Proposal Due Date” shall mean the time and date for submission of the Proposal as set out in the Schedule of Bidding Process contained in Appendix 1. Proposals submitted by either facsimile transmission or telex or email will not be acceptable.

3.22.2 The Transport Department, GNCTD, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 3.11.

### 3.23 Late Proposals

3.23.1 Any Proposal received by the Transport Department, GNCTD after the Proposal Due Date will be summarily rejected and returned unopened to the Bidder.

### 3.24 Withdrawal of Proposals

3.24.1 The Bidder may withdraw its Proposal after submission in terms of process set out in e-procurement portal. No Proposal shall be withdrawn by the Bidder after the Proposal Due Date.

3.24.2 Deleted

3.24.3 Notwithstanding anything to the contrary contained in this RFQP Document any withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security as mutually agreed genuine pre-estimated compensation and damages in accordance with Clause 3.16.5 of this RFQP Document.

### 3.25 Confidentiality

3.25.1 Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person not officially concerned with the process or is not a retained professional adviser advising the Transport Department, GNCTD in relation to or matters arising out of or concerning the Bidding Process. The Transport Department, GNCTD will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that all who have access to such material treat the same in confidence. The Transport Department, GNCTD will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has the power...
to require its disclosure or is to enforce or assert any claim, right or privilege of the Transport Department, GNCTD or defend any claim, action or proceedings against it.

### 3.26 Clarifications by Transport Department, GNCTD

3.26.1 To assist in the process of evaluation of Proposals, the Transport Department, GNCTD may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be in writing or by facsimile. The Bidder in such cases would need to provide the requested clarification / documents promptly and within one (1) weeks or such timeframe as given by Transport Department, GNCTD, of the request to the satisfaction of the Transport Department, GNCTD, failing which the Bidder is liable to be disqualified at any stage of the bidding process. No change in the substance of the Proposal would be permitted by way of such clarifications.

### 3.27 Consultant(s) or Advisor(s)

3.27.1 To assist in the examination, evaluation, and comparison of Proposals, the Transport Department, GNCTD may utilise the services of consultant/s or advisor/s.

3.27.2 No entity including the Bidders can hold and the Transport Department, GNCTD shall not be bound by the opinion or advice given by any Consultant or advisor referred to in Clause 3.27.1. The final determination as regards the Proposal shall vest with the Transport Department, GNCTD.

### 3.28 Online Submission Instructions

3.28.1 The intending bidder must read the terms and conditions of RFQP Document carefully. The bidders should only submit their bid if they consider them self-eligible and are in possession of all the required documents.

3.28.2 Request for Proposal posted on website shall form part of RFQP document.

3.28.3 Complete bid document can be seen and downloaded from website [https://govtprocurement.delhi.gov.in](https://govtprocurement.delhi.gov.in) free of cost.

3.28.4 Those bidders not registered on the website mentioned above, are required to get registered beforehand.

3.28.5 The intending Bidder must have valid class-III digital signature to submit the bid.

3.28.6 On opening date, the Bidders can login and see the bid opening process. After opening of Price Proposal Bidder may access the comparative statement on aforementioned website.

3.28.7 Bidders can upload documents in terms of requirements of the e-procurement portal of GNCTD.

3.28.8 The Technical Proposal/Submissions shall be opened first on the date and time as specified in Appendix 1 of this RFQP Document. The Bidder has access to view the
Proposals online. However, Bidder, if so desire, can attend the Technical Submissions opening through e-procurement portal at the office of Transport Department.

3.28.9 The time and date for opening of Price Proposal of Shortlisted Bidders shall be informed automatically, through aforementioned web site.

3.28.10 Pre Proposal Meeting shall be held at the location (refer Clause 3.19.6), date & time as mentioned in Appendix 1 of this RFQP Document to clear the doubt of intending Bidders, if any.

3.28.11 List of Documents to be scanned and uploaded within the period of Proposal submission in terms of Clause 3.20.2 of the Instruction to Bidders.

3.28.12 The Proposal submitted shall become invalid if the Bidder doesn’t upload all the documents as stipulated above.
4 Criteria and Methodology for Qualification and Evaluation

A. General

4.1 Qualification Parameters

4.1.1 The Bidder’s competence and capability is proposed to be established by following parameters:

(a) Operational Experience of Bidder, evaluated in terms of past experience of the Bidder.
(b) Financial Capability of the Bidder, evaluated in terms of net worth of the Bidder.

4.1.2 The Bidder would be required to meet the qualification criteria as detailed in Clause 4.2 and 4.3. A Bidder who meets the requisite qualification criteria will be qualified and referred as “Shortlisted Bidder” and the Price Proposals of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders through e-procurement portal of GNCTD.

4.2 Operational Experience Criteria

4.2.1 Eligible Experience

4.2.1.1 The following categories of experience would qualify (“Eligible Operational Experience”):

Category 1: Stage Carriage (e.g. bus / mini bus / Rural Transport Vehicle (RTV)) operation with requisite valid Permits** to operate in India.

Category 2: Contract Carriage (e.g. bus / mini bus / RTV/ cabs/ taxi/ van/ jeep) operations with requisite valid Permits** to operate in India.

Category 3: Stage/ Contract Carriage with requisite valid Permits** issued by appropriate authority from outside India under equivalent law.

For an operator to qualify as an Eligible Operational Experience, under Category 1, Category 2 and Category 3:

(a) Operational experience shall be considered in terms of Passenger Car Unit (PCU) Years from December 01, 2018 to August 31, 2021;
Based on Category of experience, relative weights shall be assigned as set out in Table 4.1; and

Bidder’s experience shall be measured and stated in terms of a score (the “Operational Experience”).

**Table 4.1: Eligible Operational Experience**

<table>
<thead>
<tr>
<th>Category</th>
<th>Measurement Parameter</th>
<th>Experience Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1</td>
<td>Stage Carriage operation experience in India</td>
<td>1.00</td>
</tr>
<tr>
<td>Category 2</td>
<td>Contract Carriage operation experience in India</td>
<td>0.80</td>
</tr>
<tr>
<td>Category 3</td>
<td>Stage Carriage/ Contract Carriage operation experience outside India</td>
<td>0.80</td>
</tr>
</tbody>
</table>

In case the bus is registered in the name of the Bidder and are operated under public transport authority in terms of concession/contract agreement and satisfactory performance certificate of operation is duly certified and issued in the name of the Bidder with date of operations of each stage carriage in the city the same will be considered by the Authority for the purpose of evaluation/assessment of experience. However, all relevant proofs of documentation including certificates issued by statutory auditor etc. shall be submitted in terms of relevant appendix/ces

4.2.1.2 Bidder can quote experience in respect of Operational Experience under any one or all categories. In case of Consortium, experience of all members of Consortium shall be added together for the purpose of evaluation.

4.2.1.3 Suitable conversion shall be made based on the size of the vehicle in terms of details set out in Table 4.2.

**Table 4.2: Type of Vehicle: PCU Factors**

<table>
<thead>
<tr>
<th>Type</th>
<th>PCU Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus</td>
<td>3.00</td>
</tr>
<tr>
<td>Mini Bus</td>
<td>1.50</td>
</tr>
<tr>
<td>RTV</td>
<td>1.50</td>
</tr>
<tr>
<td>Car /Cabs</td>
<td>1.00</td>
</tr>
<tr>
<td>Taxi / Van / Jeep</td>
<td>1.00</td>
</tr>
</tbody>
</table>

4.2.1.4 In case the Bidder has experience in more than one Category, the experience for each Category would be computed and aggregated to arrive at the total Operational Experience.

Experience Score for a given Category (Refer Clause 4.2.1.1) = Number of Vehicles * Experience Weight (Refer Table 4.1) * PCU Factor (Refer Table 4.2) * No. of months of operations which will be reckoned from the validity of the permits duly certified by the Statutory Auditor, (December 01, 2018 to August 31, 2021) divided by 12 months = XXX PCU Years.
Example for calculating the Calculated Operational Experience is set out in the following Table 4.3.

### Table 4.3: Sample Operational Experience Computation Table

<table>
<thead>
<tr>
<th>Type</th>
<th>No of vehicles with Permit</th>
<th>PCU Factor for the vehicle</th>
<th>Experience Weight</th>
<th>No of Months in Operation (from December 01, 2018 to August 31, 2021)</th>
<th>Total PCU Years (“Operational Experience”)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Category 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bus</strong></td>
<td>35</td>
<td>3.00</td>
<td>1.00</td>
<td>24</td>
<td>210.00</td>
</tr>
<tr>
<td><strong>Mini Bus</strong></td>
<td>10</td>
<td>1.50</td>
<td>1.00</td>
<td>20</td>
<td>25.00</td>
</tr>
<tr>
<td><strong>Category 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bus</strong></td>
<td>10</td>
<td>3.00</td>
<td>0.80</td>
<td>12</td>
<td>24.00</td>
</tr>
<tr>
<td><strong>Mini Bus</strong></td>
<td>5</td>
<td>1.50</td>
<td>0.80</td>
<td>8</td>
<td>4.00</td>
</tr>
<tr>
<td><strong>Cab</strong></td>
<td>50</td>
<td>1.00</td>
<td>0.80</td>
<td>12</td>
<td>33.33</td>
</tr>
<tr>
<td><strong>Taxi</strong></td>
<td>10</td>
<td>1.00</td>
<td>0.80</td>
<td>18</td>
<td>6.67</td>
</tr>
<tr>
<td><strong>Van</strong></td>
<td>2</td>
<td>1.00</td>
<td>0.80</td>
<td>5</td>
<td>0.67</td>
</tr>
<tr>
<td><strong>Jeep</strong></td>
<td>1</td>
<td>1.00</td>
<td>0.80</td>
<td>6</td>
<td>0.40</td>
</tr>
<tr>
<td><strong>RTV</strong></td>
<td>1</td>
<td>1.50</td>
<td>0.80</td>
<td>3</td>
<td>0.30</td>
</tr>
</tbody>
</table>

**Operational Experience (Sum of Total PCU Years Experience)**: 304.37

4.2.1.5 The Bidders must provide the necessary information as per Appendix 6, 8A and 8B.

4.2.1.6 Operational Experience for each Bidder shall be calculated based on submissions made by the Bidder. Such Calculated Operational Experience shall be compared with the Minimum Operational Experience Criteria set out in the Table 4.4 below. The Bidder shall be deemed to qualify on Operational Experience Criteria for all such Clusters where Calculated Operational Experience is at least equal to or exceeds Minimum Operational Experience Criteria.

### Table 4.4: Minimum Operational Experience Criteria

<table>
<thead>
<tr>
<th>Cluster No.</th>
<th>No. of Buses</th>
<th>Minimum Operational Experience Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PCU Year</td>
</tr>
<tr>
<td>Cluster 3 CLF</td>
<td>230</td>
<td>300</td>
</tr>
<tr>
<td>Cluster 4 CLF</td>
<td>220</td>
<td>300</td>
</tr>
</tbody>
</table>

4.2.1.7 Special Cases

a. Type 2 Bidder: Experience of all the Society members shall be considered for the purpose of evaluation.

b. Deleted
4.2.1.8 Alternative 2 of Financial Capability Criteria: The Operational Experience criteria is not applicable for Bidders who meet Alternative 2 of the Financial Capability Criteria.

4.2.1.9 Operational Experience shall not be aggregated to bid for more than one Cluster.

4.2.1.10 Maintenance Service Experience Criteria: In case, Bidder meets the minimum cumulative revenue from providing maintenance services to third party to the extent of AMC experience of buses based upon certified billings by the Statutory Auditor in terms of Appendix 8C and 8D for the past three financial years (FY 2018-19, FY 2019-20 and FY 2020-21) shall be deemed to qualify for such Cluster where calculated maintenance service experience is atleast equal to or exceeds Minimum cumulative Maintenance Service Experience Criteria as set out in table below.

Table 4.4A: Minimum Cumulative Revenue from Maintenance Services Experience Criteria

<table>
<thead>
<tr>
<th>Cluster No.</th>
<th>No. of Buses</th>
<th>Cumulative Revenue from Providing Maintenance Services to 3rd Parties (April 01, 2018 to March 31, 2021) In Rupees Crore</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 CLF</td>
<td>230</td>
<td>15</td>
</tr>
<tr>
<td>4 CLF</td>
<td>220</td>
<td>15</td>
</tr>
</tbody>
</table>

Note:

i. Minimum Cumulative Revenue from Maintenance Services Experience shall not be aggregated to bid for more than one Cluster.

ii. The Bidder shall furnish explicit signed contract in support of AMC experience of buses, which is under successful operation since at least one year subject to meeting cumulative revenue criteria as per Table 4.4A above, and is with a recognised and registered public or private sector body.

4.2.2 Financial Capability Criteria

4.2.2.1 Financial Capability of the Bidders would be evaluated on the basis of the following:

a) net worth as at the end of the most recent financial year (Ref. Appendix 7), or

b) deleted

The Bidders should provide information regarding the above based on audited annual accounts for the latest financial year. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

4.2.2.2 The Proposal must be accompanied by the audited annual financial statements of the Bidder (in case of Consortium, financials of Lead Members and other members of the
Consortium would be considered for evaluating the financial capability) for the most recent financial year.

4.2.2.3 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In such a case, the Audited Annual Financial Statements for the year preceding the latest financial year would have to be provided.

4.2.2.4 In case the Bidder is a Consortium (Type 4), for the purpose of evaluation, the arithmetic sum of financial parameters criteria of networth respectively of all the members should meet the Financial Capability Criteria and the Lead Member must satisfy a minimum of 50% of the aforesaid criteria.

4.2.2.5 It is proposed to allow Venture Capital Fund (VCF) /Alternate Investment Funds (AIF) to participate in the bidding process as Lead Member or as Other Member of a Consortium (Type 4) subject to following conditions.

i.) In case the Bidder is a Consortium, where VCF/ AIF is a member of a Consortium for the purpose of evaluation, TFAP (defined hereinafter) would be added to Net Worth of the Consortium for meeting the Net Worth.

ii.) For the purpose of evaluating the Financial Capability of the VCF/ AIF towards its ability and willingness to contribute towards the Project, following criteria shall be considered:

The Asset Management Company (AMC) /Trustee/ relevant entity having requisite powers shall, confirm the funds available for the Project (“Total Funds Available for Project” or say TFAP) through an undertaking that:

(a) Objective of the VCF/ AIF is not at variance with objective of the Project,

(b) TFAP is within the limits prescribed under Securities and Exchange Board of India (SEBI), Foreign Investment Promotion Board (FIPB) and Government of India guidelines for foreign direct investments and any other applicable law/ regulation in India,

(c) TFAP does not exceed the investment parameters defined by the contributors to the VCF/ AIF,

(d) TFAP is less than or equal to Investible Funds (Total Fund Corpus of the VCU, net of expenditure for administration and management of the VCF/AIF) Less investments / commitments made by VCF/ AIF as on date.

The aforesaid TFAP shall be supported by necessary documentary evidence including most recent quarterly return with relevant authority.
4.2.2.6 The TFAP shall be added to the Net Worth of the specific member of the consortium, for the purpose of evaluation of Financial Capability Criteria as stipulated in this RFQP Document.

4.3 Evaluation Criteria for Financial Capability

4.3.1 For the purpose of Qualification, a Bidder would be required to demonstrate the threshold Financial Capability measured on the criteria as listed below. The Bidder would have to satisfy any one of the following criteria:

**Legend**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X: Net worth as at the end of the most recent financial year of the Bidder</td>
</tr>
<tr>
<td>Z: Net worth as at the end of the most recent financial year of Type 2 Bidder provided the Bidder (Type 2) shall be in existence for more than a year</td>
</tr>
</tbody>
</table>

**Table 4.5: Financial Capability Criteria – Alternative 1**

<table>
<thead>
<tr>
<th>Bidder Description</th>
<th>Financial Capability Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1 Bidder</td>
<td>Alternative 1: Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. X millions.</td>
</tr>
<tr>
<td>Type 2 Bidder</td>
<td>Alternative 1: Net worth of the Bidder as at the end of the last financial year (March 31, 2021) shall be at least equal to Rs. Z millions along with an undertaking to increase the Net Worth to at least Rs. X millions in terms of the conditions set out in Appendix 12 Bidder shall be existence for more than a year, where the Bidder is the Successful Bidder.</td>
</tr>
<tr>
<td>Type 4 Bidder</td>
<td>Alternative 1: Aggregate Net worth of the Members of the Consortium as at the end of the last financial year shall be at least equal to Rs. X millions.</td>
</tr>
</tbody>
</table>

**Financial Capability Criteria - Alternative 2 (for Type 1, 2 & 4):** Net worth of the Bidder or aggregate Net worth of the Members of Consortium as the case may be, as at the end of the last financial year shall be at least three times of Rs. X or Z millions.

4.3.2 Financial Capability Criteria for Cluster No. 3 CLF and 4 CLF are set out below:

**Table 4.6: Cluster wise Financial Capability Criteria**

<table>
<thead>
<tr>
<th>Cluster No.</th>
<th>Net Worth #</th>
<th>Net Worth for Type 2#</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 CLF</td>
<td>X (Rs. Millions)</td>
<td>Z (Rs. Millions)</td>
</tr>
<tr>
<td>230</td>
<td>200</td>
<td>100</td>
</tr>
<tr>
<td>4 CLF</td>
<td>220</td>
<td>190</td>
</tr>
<tr>
<td></td>
<td>95</td>
<td></td>
</tr>
</tbody>
</table>

# suitably rounded off to the nearest integer number (for more or equal to 0.5, next higher integer number and for less than 0.5, lower integer number shall be used)
4.3.3 For the purpose of analysis and evaluation, figures from the latest audited annual 
financial statement would be considered.

4.3.4 Audited financial statements and submission made by the Bidder shall be used to 
calculate the Financial Capability for the Bidder in terms of net worth set out in Clause 
4.2.2.1 i.e Calculated Financial Capability (“CFC”)

4.3.5 Deleted.

4.3.6 Eligible Financial Capability (“EFC”) of a Bidder shall be CFC less minimum net worth 
(i.e.) Financial Capability Criteria for the Cluster, where the Bidder has quoted the 
lowest CYOF. While calculating EFC, Bidder who has quoted lowest CYOF in the 
previous2 bidding rounds and / or bidding process is presently in progress for the 
Scheme (i.e.) for Cluster No. 14CLF, 16BCLF, Cluster E1, Cluster 3 CLF and Cluster 
4 CLF as the case may be shall also be taken in to account and minimum net worth 
requirements for such Cluster(s) where Bidder has quoted lowest CYOF shall also be 
reduced from the CFC. Cluster 3, 4 and 5 though already awarded but are restructured 
as 3 CLF and 4 CLF through this bidding process and shall not be considered for 
reducing from the CFC.

4.3.7 Based on the Financial Capability criteria as defined in Clause 4.3.1, a Bidder shall be 
deemed to meet Financial Capability criteria for all Clusters whose minimum Financial 
Capability requirements is less than the EFC of the Bidder.

4.4 Evaluation Criteria for a Consortium

4.4.1 In case the Bidder is a Consortium, for the purpose of evaluation, Lead Members’ 
Financial Capability (Net worth) should be at least 50% of the capability criteria as 
stipulated in this Section 4.

4.4.2 The Lead Member shall commit to hold a minimum equity stake equal to 26% and all 
members of the Consortium shall individually, commit to hold a minimum equity stake 
equal to 5% of SPC upto three (3) years from Commercial Operation Date (COD).

4.4.3 Subsequent to three (3) years from COD the Lead Member shall commit to hold a 
minimum equity stake equal to 10% and all member of the Consortium together 
including the Lead Member shall commit to hold a minimum equity stake equal to 26% 
of SPC till the end of the Concession Period. With the approval of Transport 
Department, GNCTD, member in a Consortium may be allowed to exit the Consortium 
with or without substitution of such member with a new member.

4.5 Other Condition of Qualification

4.5.1 Subject to exception set out in Clause 4.2.1.8, a Bidder is required to meet Operational 
Experience Criteria as well as Financial Capability Criteria to be shortlisted for the 
Cluster.

2 Cluster No. 1, 2, 6, 8, 9, 13, 14(part), 16A, 16B, 14 CLF, 15 CLF, 17 CLF and16A CLF are 
already awarded.

September 2021
4.5.2 Transport Department, GNCTD reserves the right to set different qualification criteria, terms of Concession Agreement, type of buses or any other material condition in the balance Clusters which may bid out in future.

4.5.3 Transport Department, GNCTD may bid out all or some of the Clusters besides aggregating, dividing the Clusters yet to be bid out.

4.5.4 A Bidder who has quoted minimum CYOF for a Cluster and refuses, repudiates or otherwise withdraws from signing of Concession Agreement(s) or, in case Concession Agreement is signed by both the parties from proceeding with the Project, then such Bidder shall be disqualified from all balance bidding process activity for the Scheme in terms of Clause 3.13.

4.5.5 A list of all qualified Bidders shall be made for each Cluster based on operational and financial criteria.

4.5.6 A Bidder who has quoted lowest CYOF for six (6) Projects and therefore such Bidders Price Proposal was not opened for subsequent Clusters shall not have any claim of whatsoever nature towards Transport Department, GNCTD or their advisors for loss of opportunity, in case for any reasons the Concession Agreement for any of the six (6) Projects could not be executed. Further, the provisions of Clause 3.4.2 shall apply to this Clause 4.5.6.

4.5.7 A Bidder who has already quoted lowest CYOF for five (5) Projects shall be eligible to participate in future bidding process including opportunity available under 4.12.5 (a) and 4.12.5 (b). However such participation shall be subject to the provisions of Clause 2.2.4, Clause 3.4.1 and Clause 3.4.2.

4.5.8 EFC shall be periodically calculated, after opening of Price Proposals of every Project.

4.5.9 For checking eligibility on EFC for the subsequent Project for which Price Proposal is being opened, a Preferred Bidder who has qualified on Alternative 2 of Financial Criteria, minimum Financial Capability Criteria set out as Alternative 1 shall be reduced and not three times of such aforementioned criteria i.e. the Alternative 2 criteria.

4.6 Deleted
B. Evaluation Methodology

4.7 Opening of Proposal

4.7.1 Transport Department, GNCTD shall open Technical Submissions (Bid 1) through e-procurement portal of GNCTD.

4.7.2 Also the Hard Copy of Technical Submissions (Bid 1) shall be opened in the presence of Bidders’ representatives, who choose to attend. Bidders’ representatives attending the Proposal opening shall bring an authorisation letter from the Bidder and register to evidence their presence.

4.7.3 The following information shall be announced at the Proposal opening and recorded:
   a) Bidders’ names; and
   b) Particulars of the Bid Security.

4.7.4 Transport Department, GNCTD shall intimate Bidders in case of any change in the date or venue of opening of “Bid 1” of the Proposal.

4.7.5 Proposals marked “WITHDRAWAL” accompanied by a valid notice of withdrawal submitted in accordance with Clause 3.24 shall not be opened and shall be returned to the Bidder. No withdrawal notice shall be considered unless such notice contains a valid authorisation to request the withdrawal of Proposal.

4.7.6 Any information contained in the Proposal shall not in any way be construed as binding on Transport Department, GNCTD, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

4.8 Test of Responsiveness

4.8.1 Prior to evaluation of Proposals, Transport Department, GNCTD will determine whether each Proposal is responsive to the requirements of the RFQP Document. A Proposal shall be considered responsive if it satisfies all the criteria stated below:

   a) It is received by the Proposal Due Date.
   b) Technical Submissions is received online as per requirements set out in Clause 3.20.2;
   c) Documents listed at Clause 3.21.2 are received physically (hard copy) by the Proposal Due Date;
   d) It is signed, stamped and marked as stipulated in Clause 3.20 and 3.21.
   e) It contains the information and documents as requested in the RFQP Document.
   f) It contains information in formats specified in the RFQP Document and other Bidding Documents.
   g) It mentions the Proposal Validity Period as set out in Clause 3.17.
h) It provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by Transport Department, GNCTD without communication with the Bidder). Transport Department, GNCTD reserves the right to determine whether the information has been provided in reasonable detail.

i) There are no inconsistencies between the Proposal and the supporting documents.

j) It is accompanied by the Bid Security as set out in Clause 3.16.

k) It is in accordance with the other provisions of this RFQP.

l) Conforms to all terms, conditions of the RFQP without material deviation or reservation.

m) Does not affect in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project.

n) It does not contain any condition or qualification.

o) It is accompanied by the Power(s) of Attorney specified in Clause 3.3.3, as the case may be.

p) Integrity Pact as per format given in Appendix 23 has been submitted by the Bidder with the Technical Submissions duly signed by Authorised signatory.

q) Technical Submissions contains proof of payment towards the cost of RFQP Document.

r) It is not non-responsive in terms hereof.

4.8.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

   a) which affects in any substantial way, the scope, quality, or performance of the Project, or

   b) which limits in any substantial way, inconsistent with the RFQP Document, Transport Department, GNCTD’s rights or the Bidder’s obligations under the Concession Agreement, or

   c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

4.8.3 Transport Department, GNCTD reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by Transport Department, GNCTD in respect of such Proposals.

4.9 Evaluation of Technical Submissions

4.9.1 As part of Qualification Phase, the Technical Submissions as submitted by the Bidders in Bid-1, shall be checked for eligibility, technical capability, financial capability, bid security and other such compliances with the requirements of the RFQP Document. The Transport Department, GNCTD reserves the right to reject the Proposal of a Bidder without opening the Price Proposal, if Proposal is not responsive in terms of Clause 4.8.

4.9.2 Based on evaluation of Technical Submissions, Transport Department, GNCTD would release a list of Bidders who meet the qualification criteria set out in this RFQP Document for each Project.
4.9.3 A list of such aforesaid Bidders shall be prepared and such Bidders shall be informed that their Proposal has been shortlisted for opening of the Price Proposal.

4.9.4 Transport Department, GNCTD shall intimate a date for opening of Price Proposals to all Shortlisted Bidders through e-procurement portal of GNCTD and invite them for opening of the Price Proposals. Attendance to such opening of Price Proposals is not mandatory. However, Transport Department, GNCTD shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Price Proposals of Shortlisted Bidders.

4.10 Evaluation of Price Proposal

4.10.1 The Price Proposals (Bid-2) of all the Shortlisted Bidders will be opened through e-procurement portal of GNCTD for the respective Project in the presence of the Bidders’ representatives who choose to attend. The Bidders’ representatives who are present shall be required to sign and record their attendance.

4.10.2 The Bidders should submit Price Proposal for each Project (Cluster) separately in the format set out in Appendix 15A and the Format of the Breakup of Price Proposal set out in Appendix 15B besides Appendix 18 providing details of Annual operating costs.

4.10.3 The Proposal of the Bidders for each Project would be evaluated based on Payment by Transport Department, GNCTD to Bidder on CYOF in terms of the Concession Agreement (hereinafter referred as “CYOF”).

4.10.4 The draw of lots shall be undertaken to identify the sequence of opening of Price Proposal for Cluster No. 3 CLF and 4 CLF. Prior to opening of Price Proposals for the identified Cluster No., continued eligibility of Shortlisted Bidders shall be reviewed to remove any Shortlisted Bidders who are no longer eligible for either of two following reasons i.e. either such Bidder has already quoted lowest CYOF for six (6) Projects (refer Clause 3.4 and 3.4.2) or financial capability no longer supports the minimum Financial Capability Criteria for the identified Cluster No. (Refer Clause 4.3). The aforesaid process shall be repeated for all subsequent Clusters.

4.10.5 The Bidder quoting the lowest CYOF for the Project, payable by Transport Department, GNCTD to the Bidder, shall be declared as the Preferred Bidder for the Project.

4.10.6 In the event that two or more Bidders quote the same lowest CYOF, Transport Department, GNCTD may:

   i. invite fresh Proposals from such Bidders;  
      OR
   ii. take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

4.10.7 Transport Department, GNCTD may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.

4 Documentary proof of registration.
4.10.8 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, Transport Department, GNCTD shall declare the Preferred Bidder as the Successful Bidder.

4.11 Notification

4.11.1 Transport Department, GNCTD will notify the Successful Bidder by facsimile and by a letter in the format set out in Appendix 16 (“Draft Letter of Acceptance”) that its Proposal has been accepted.

4.12 Transport Department, GNCTD’s Right to Accept or Reject Proposal

4.12.1 Transport Department, GNCTD reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

4.12.2 Transport Department, GNCTD reserves the right to invite revised Price Proposals from Bidders with or without amendment of the RFQP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

4.12.3 Transport Department, GNCTD reserves the right to reject any Proposal if:

   a) at any time, a material misrepresentation is made or uncovered;
   b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal;
   c) one or more of the pre-qualification conditions have not been met by the Bidder;
   d) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;
   e) the Bidder has a Conflict of Interest which effects the Bidding Process;
   f) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
   g) there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQP Document, including the Concession Agreement.

4.12.4 This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.

4.12.5 If such disqualification / rejection occurs after the Price Proposals have been opened and the lowest Bidder gets disqualified / rejected, then Transport Department, GNCTD reserves the right to:

   a) invite fresh Price Proposals from the Bidders;
4.12.6 Based on the outcome of Clause 4.12.5, Transport Department, GNCTD retains the right to declare such Bidder as the Preferred Bidder for the Project.

4.12.7 Proposals shall be deemed to be under consideration immediately after they are opened until such time the Transport Department, GNCTD makes an 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 from contacting by any means the Transport Department, GNCTD and/or their employees/representatives on matters relating to the Proposals under consideration.

4.12.8 In case it is found after the issue of the LOA or signing of the Concession Agreement or after its execution and during the subsistence thereof, including the concession thereby granted that:

a) one or more of the pre-qualification conditions have not been met by the Bidder;

b) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;

c) the Bidder has a Conflict of Interest which effects the Bidding Process;

d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or

e) there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQ P Document, including the Concession Agreement.

f) The Bidder/ Concessionaire is in violation of integrity pact.

then the LOA or the Concession Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFQ P Document, be liable to be terminated by a communication in writing by the Transport Department, GNCTD to the Successful Bidder without the Transport Department, GNCTD /GNCTD being liable in any manner whatsoever to the Successful Bidder or Concessionaire, as the case may be. In such event, the Transport Department, GNCTD shall forfeit and appropriate the Bid Security or Performance Security and Subsidy Bank Guarantee, without prejudice to any other rights or remedy that may be available to the Transport Department, GNCTD.

4.13 Acknowledgment of Letter of Acceptance (LOA) and Execution of Concession Agreement

4.13.1 On the basis of evaluation of Proposal, Transport Department, GNCTD shall issue a Letter of Acceptance (LOA) to the Successful Bidder. Within seven (7) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and submit to Transport Department, GNCTD the Acknowledgement Letter in the format set out in Appendix 17.
4.13.2 The Successful Bidder shall submit Performance Security in terms of Clause 4.14.1 in order to execute the Concession Agreement within thirty (30) days of the issue of LOA. For each day of delay beyond the aforesaid 30 days from the issue of LOA, a penalty of Rs. 1,00,000/- (one Lakh) per day of delay would be levied by Transport Department, GNCTD for a period of upto 45th day from the date of issue of LOA. In case, the Successful Bidder fails to execute the Concession Agreement within the time stipulated period of 45 days from the date of issue of LOA, the Bid Security submitted by the Successful Bidder shall be forfeited in terms of this RFQP Document.

4.13.3 Transport Department, GNCTD will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be released as promptly as possible upon signing of the Concession Agreement with the Successful Bidder.

4.14 Performance Security

4.14.1 The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a Scheduled Commercial Bank in India in favour of “Transport Department, GNCTD”, as required under the Concession Agreement.

4.14.2 Failure of the Successful Bidder to comply with the requirements of Clause 4.13.2 or Clause 4.14.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, the Transport Department, GNCTD reserves the right to take any such measure as may be deemed fit in the sole discretion of the Transport Department, GNCTD, including annulment of the Bidding Process.
Appendix 1: Schedule of Bidding Process

Transport Department, GNCTD would endeavour to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Activity Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Date of Issue of RFQP</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Submission Pre-Proposal Meeting Queries</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Pre-proposal meeting*</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The Transport Department, GNCTD’s response to queries latest by</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Proposal Due Date</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Opening of Technical Proposals*</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Opening of Price Proposals*</td>
<td></td>
</tr>
</tbody>
</table>

Note: * Upto two persons per Bidder may attend as per dates mentioned above.
Appendix 2: Format of Notification of Intent to Submit Proposal

Deleted
Appendix 3: Format for Covering Letter cum Project Undertaking

[On the Letter head of the Proposal (Lead Member in case of Consortium)]

Date:

To
Secretary and Commissioner (Transport)
Transport Department
Government of National Capital Territory of Delhi
5/9 Under Hill Road
Delhi 1100054

Dear Sir,

Re: Operation of Stage Carriage Services in Cluster No. __________ (type appropriate Cluster No. or Nos.)

We have read and understood the Request for Qualification and Proposal (RFQP) Document in respect of the Project provided to us by Transport Department, GNCTD. We hereby submit our Proposal for the captioned project.

1. We are enclosing and submitting herewith our Proposal in one (1) original one (1) one copy, with the details as per the requirements of the RFQP Document, for your evaluation and consideration.
2. The Proposal is unconditional and unqualified.
3. All information provided in the Proposal and in the Appendices is true and correct.
4. The statement made herein are for the express purpose of qualifying as a Bidder for the aforesaid Project.
5. I/ We shall make available to the Transport Department, GNCTD any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
6. I/ We acknowledge the right of the Transport Department, GNCTD to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
   (a) I/ We have examined and have no reservations to the Bidding Documents, including the Addendum issued by the Transport Department, GNCTD.
   (b) I/ We do not have any conflict of interest in accordance with Clause 3.13.3 of the RFQP document;
   (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 3.13.6 of the RFQP Document, in respect of any tender or request for
proposal issued by or any agreement entered into with the Transport Department, GNCTD or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clauses 3.13.4 to 3.13.6 of the RFQP 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.

9 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 Proposals for the Project, without incurring any liability to the Bidders, in accordance with Clause 3.12.2 of the RFQP Document.

10. I/We declare that we satisfy and meet the requirements as specified in the RFQP Document and eligible to submit a Proposal in accordance with the terms of this RFQP Document.

10. I/We declare that we/any Member of the Consortium are/is not a Member of any [other] Consortium submitting a Proposal for the Project.

11. I/We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter 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 India, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.

13. I/We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors or any shareholder holding not less 10% of our issued and subscribe equity share capital.

14. 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, we shall intimate the Transport Department, GNCTD of the same immediately.

15. We acknowledge that all members shall continue to hold the minimum shareholding of the Concessionaire Equity Capital under and in accordance with the provisions of the Concession Agreement. 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. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement which is contrary to the terms therein, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Transport Department, GNCTD being liable to us in any manner whatsoever.

16. We acknowledge and agree that in the event of a change in composition of our Consortium during the Bidding Process, the same shall be a basis for disqualification of our Consortium by the Transport Department, GNCTD forthwith.

17. We understand that the Consortium shall incorporate itself as a Company under the Indian Companies Act, 2013 such prior to execution of the Concession Agreement.

18. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by the Transport Department, GNCTD 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.

19. 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
Proposition Dû Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/We have studied all the Bidding Documents carefully and also surveyed the (Project and other matters mentioned in the Bidding Documents including in Clause 3.13.2 and 3.18.2 of the RFQP Document). 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 the Transport Department, GNCTD or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of concession.

21. The CYOF has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQP Document, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Proposal.

22. I/We confirm our having submitted the Bid Security of ___________ (specify Bid Security amount) for each Cluster to the Transport Department, GNCTD in accordance with the RFQP Document. The Bid Security in the form of a Bank Guarantee/FDR (strike out whichever is not applicable) is attached.

23. I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. 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.

24. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFQP Document.

25. I/We agree to keep and confirm that our Proposal is valid for 360 days from Proposal Due Date.

26. We hereby agree and undertake that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Draft Concession Agreement, a draft of which also forms a part of the RFQP Document provided to us.

27. I/ We hereby submit Integrity Pact as per format given in Appendix 23 of the Technical Submissions duly signed by Authorised signatory and it shall be part of the Concession Agreement.

28. I/ We hereby submit our Proposal as indicated in Price Proposal for undertaking the aforesaid Project in accordance with the RFQP Document.

29. I/ We undertake that we have not mentioned the Price Proposal i.e. the CYOF, anywhere in the Technical Submissions. I/ We also undertake that in the case I/We have mentioned the same, my/our Proposal will be rejected.

30. I/We shall undertake that we abide by all the applicable laws of India.

31. Certification No. 1: - I/We certify the following in line with the Model Certificate for Tender provided in Annex. III of Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) attached as Annexure 1 to this Part I of RFQP document:-

“I/We have read the clause regarding restrictions on procurement from Bidder of country which shares land border with India; I/We certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I/ We hereby certify that this
Bidder fulfills all the requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached.]

32. Certification No. 2: - I/We certify the following in line with the Model Certificate for Tenders for Works involving possibility of Sub-contracting provided in Annex. III of Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) attached as Annexure I to this Part I of RFQP document.

“I/We have read the clause regarding restrictions on procurement from Bidder of country which shares land border with India and on sub-contracting to contractors from such countries; I/We certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/ We hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Dated this …………………….Day of …………………., 20…..

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 4: Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we …………………………………………… (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms………………………………………. (name and residential address) who is presently employed with us and holding the position of …………………………………………… as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging **Operation of Private Stage Carriage Services in Cluster No. ___________**(type appropriate Cluster No.), including signing and submission of all documents and providing information / responses to Government of National Capital Territory of Delhi (“GNCTD”) / Delhi Integrated Multi-Modal Transit System Limited (“DIMTS”), representing us in all matters before GNCTD/ DIMTS, and generally dealing with GNCTD/ DIMTS in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

___________________________
(Name, Title and Address)

Accepted

………….. (Signature)
(Name, Title and Address of the Attorney)

Note:

- To be executed by the Lead Member in case of a Consortium.
- 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.
- In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.
Appendix 5: Format for Power of Attorney for Lead Member of Consortium

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney (To be executed by all the members of the Consortium)

Whereas the Government of National Capital Territory of Delhi ("GNCTD") has invited proposals from interested parties for Operation of Private Stage Carriage Services in Cluster No. __________ (type appropriate Cluster No.) (the “Project”),

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification and Proposal (RFQP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFQP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. ……………… (Lead Member), and M/s ……………… (the respective names and addresses of the registered office) do hereby designate M/s. ………………………………… being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with GNCTD/ DIMTS, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with GNCTD/ DIMTS.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the ……Day of …….20…

…………………………………

(Executants)

1. Note: 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
Appendix 6: Format for Details of Bidder

1. (a) Name  
   (b) Country of incorporation/registration\(^4\)  
   (c) Address of the registered office, 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 Bidder including details of its main lines of business and proposed role and responsibilities in this Project(s).

3. Details of individual/s who will serve as the point of contact / communication with Transport Department, GNCTD:

   (a) Name  :  
   (b) Designation  :  
   (c) Company  :  
   (d) Address  :  
   (e) Telephone Number  :  
   (f) E-Mail Address  :  
   (g) Fax Number  :  
   (h) Mobile Number  :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:

   (a) Name  :  
   (b) Designation  :  
   (c) Company  :  
   (d) Address  :  
   (e) Telephone Number  :  
   (f) E-Mail Address  :  
   (g) Fax Number  :  
   (h) Mobile Number  :

5. In case of a Consortium:

   (a) the information above (1-4) should be provided for all the members of the consortium.  
   (b) information regarding role of each member should be provided as per table below:

\(^4\) Documentary proof of registration.
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Member</th>
<th>Role (Specify Lead Member/ Other Member)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Appendix 7: Format for Financial Capability# of the Bidder

(Equivalent in Rs. Millions)

<table>
<thead>
<tr>
<th>Bidder*</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1 (As on FY 2019-20)</td>
</tr>
<tr>
<td>Sole Bidder</td>
<td></td>
</tr>
<tr>
<td>Lead Member of Consortium</td>
<td></td>
</tr>
<tr>
<td>Other member 1</td>
<td></td>
</tr>
<tr>
<td>Other member 2</td>
<td></td>
</tr>
<tr>
<td>Other member 3</td>
<td></td>
</tr>
<tr>
<td>Other member 4</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

# The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent entity or its subsidiary or any associate entity will be considered for computation of the Financial Capability of the Bidder provided the Bidder holds at least 51% of the common equity of subsidiary entity/associate entity as on March 31, 2021 or parent entity holds at least 51% of the common equity of the Bidder as on March 31, 2021. Such entities are restricted to Company registered under Companies Act, Partnership Firm, Sole Proprietorship Firm, AIF, VCF, Society, Trust but excluding Individual.

* Any Bidder being a Type 1, 2 Bidder should fill in details as per the row titled Sole Bidder and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details in subsequent rows.
* All the Bidders should indicate the Net worth for the years as defined in the above table.
* In case the Bidder is a Consortium, Lead Member must satisfy the conditions with regard to Financial Capability as stated Clause 4.2.2.4.
* Sum of the Net worth of all members as stated Clause 4.2.2.4 and Clause 4.2.2.5, provided the above conditions are satisfied.
General Instructions:

1. Deleted

2. Net Worth = (Subscribed and Paid-up equity + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)

3. The financial year would be the same as followed by the Bidder for its annual report.

4. The Bidder shall provide complete set of the audited annual financial statements complete with schedules, notes to accounts, auditor’s report.

5. The Bidder should submit certificate duly certified by Statutory Auditor, clearly indicate the calculations and references in the financial statements in arriving at the above numbers in terms of the Annex-I of Appendix 7.

6. Deleted

7. In case the Bidder’s registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary companies for the purpose of conducting audit by the statutory auditor’s, in such cases consolidated audited financial statement shall be accepted.

8. Deleted

9. In case of Individuals: Net worth of Individuals shall be equal to net wealth which is the aggregate value, computed under Wealth Tax Act, 1957. A copy of Wealth Tax Return filed for the assessment year 2019-2020 or any other document approved by the Income Tax department shall be submitted as proof.
Annex-I of Appendix 7

Financial Capacity of the Bidder Net Worth

On Statutory Auditor's letterhead} [In case of Consortium, all members should provide Net worth Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s ___________________________. The Net worth* of the bidder (name of the Bidder) as on [_____] as per Audited statement is as follows;

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Financial Year 2019-20</th>
<th>Net Worth (INR Million)(#)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Bidder</td>
</tr>
<tr>
<td>1</td>
<td>Subscribed and Paid-up equity</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Reserves</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Share Allotment Money Already Received</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Preference Shares (including Redeemable)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Convertible Debentures but excluding Warrants</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Revaluation reserves</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Miscellaneous expenditure not written off</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td><strong>Networth</strong> (Sr.Nos. (1)+(2)+(3)+(4)+(5)-(6)-(7))</td>
<td></td>
</tr>
</tbody>
</table>

*To be provided from latest available Audited statement. Audited Annual Report to be attached.

# Format may be suitably modified by the Statutory Auditor to reflect the correctness in assessment. This format also needs to be modified based on Type of Bidder e.g. Proprieteoship, Partnership, AIF, VCF etc.

(Signed and Sealed by the Statutory Auditor)
### Appendix 8: Format for Experience of the Bidder

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the Bidder</th>
<th>Type of Vehicle</th>
<th>No of Vehicles with Permit</th>
<th>PCU Factor</th>
<th>Category Experience Weight</th>
<th>Number of Months in Operation (from December 01, 2018 to August 31, 2021)</th>
<th>Total PCU Years Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sole Bidder</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>OR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Lead Member</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Other Member 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Other Member 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Other Member 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Other Member 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Multiply applicable Experience Weight and PCU Factor set out in Table 4.1 and Table 4.2 in Chapter 4.*

**Note:**

1. The Bidder should provide details of only those Permits that are issued in its own name or in the name of the subsidiary entity (i.e. the Bidder should hold at least 51% of the common equity of subsidiary Company as on March 31, 2021) or Parent Company (i.e. the Parent Company should hold at least 51% of the common equity of the Bidder as on March 31, 2021).
2. Project experience of the Bidder's associate company (who is not a member of the Consortium) will not be considered for computation of the total operational experience.
3. Any Bidder consisting of a single entity should fill in details as per the row titled Sole Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.
4. Deleted

---

6 Type 1, Type 2 and Type 4 Bidders are required to provide details in terms of Appendix 8, 8A and 8B.

7 Refer Clause 4.2.1.1 for details
Appendix 8A: Format for Permit Details

<table>
<thead>
<tr>
<th>Name of the Entity</th>
<th>Refer Instruction</th>
<th>(Bidder to fill up the Details here)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Permit Holder</td>
<td></td>
<td>Copy of Permit to be attached</td>
</tr>
<tr>
<td>Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Copy of Permit to be attached)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Vehicle</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Registration Number of the regular vehicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum no of Passengers can carry at one time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Period of Validity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Expiry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Route of the Area</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Months of Operation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Instructions**

1. Bidders are expected to provide information in respect of each vehicle in this section. Information provided in this section is intended to serve as a backup for information provided in accordance with Appendix 8. Along with this Bidder needs to furnish copy of each permit.
2. A separate sheet should be filled for each of the vehicle.
3. Refer Clause 4.2.1.1 for Category and Table 4.2 for PCU factors for the vehicle.
4. In case of foreign companies/operations outside India, endorsement from Indian Embassy from the country of operation (from where such permit was issued) should be provided.

*It may be noted that in the absence of anyone of the, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Operational Experience.*

---

8 Name of Sole Bidder, Lead Member or Other Member who has the Vehicle
Appendix 8B: Guidelines for Providing Information Related to Experience

It may be noted that in the event of any discrepancy between any information, required to be provided under Appendix 8 and 8 A, and the certificate to be obtained from the statutory auditor, as required hereunder, such information would be considered deficient and shall not be considered for computation of experience required under the Project.

1. The Bidder shall provide a certificate from its Statutory Auditor in the format given below:

This is to certify that ___________ (Name of the Bidder) has

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the Bidder</th>
<th>Type of Vehicle</th>
<th>Vehicle Registration Number</th>
<th>Issuing Agency</th>
<th>PCU Factor</th>
<th>Category Experience Weight</th>
<th>Number of Months in Operation (from December 01, 2018 to August 31, 2021)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Refer Clause 4.2.1.5 of the RFQP Document
10 Refer Clause 4.2.1.1 for details
Appendix 8C: Format for Cumulative Revenue from providing Maintenance Services to the extent of AMC experience of buses by the Bidder

The Bidder shall provide a certificate from its Statutory Auditor in the format given below:

This is to certify that ___________ (Name of the Bidder) has

(Equivalent in Rupees)

<table>
<thead>
<tr>
<th>Bidder*</th>
<th>Revenue from Providing Maintenance Services to the extent of AMC experience of buses for the last three Financial Years i.e FY 2018-19 to 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1 (As on ----)</td>
</tr>
<tr>
<td>Lead Member of Consortium</td>
<td></td>
</tr>
<tr>
<td>Other Member 1</td>
<td></td>
</tr>
<tr>
<td>Other Member 2</td>
<td></td>
</tr>
<tr>
<td>Other Member 3</td>
<td></td>
</tr>
<tr>
<td>Other Member 4</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

Note:

# The Bidder should provide details based on its own financial statements. Maintenance Services Experience of the Bidder's parent company or its subsidiary or any associate
company will not be considered for computation of the Maintenance Services Experience.

* Any Bidder being a Type 1 or Type 2 Bidder should fill in details as per the row titled “Sole Bidder” and ignore the rows below that. In case of a Consortium, ignore the first row and provide relevant details in subsequent rows.

**General Instructions:**

1. The financial year would be the same as followed by the Bidder for its annual report. Say, Year 1 is the financial year 2020-21, then Year 2 shall be the year immediately preceding Year 1.
2. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
3. deleted
4. The Bidder shall furnish explicit signed contract in support of AMC experience of buses, which is under successful operation since at least one year subject to meeting cumulative revenue criteria as per Table 4.4A, and is with a recognised and registered public or private sector body.
Appendix 8D: Guidelines for Providing Information Related to Maintenance Services Experience

It may be noted that in the event of any discrepancy between any information, required to be provided under Appendix 8C, and the certificate to be obtained from the statutory auditor, as required hereunder, such information would be considered deficient and shall not be considered for computation of experience required under the Project.

(To be duly signed by the Statutory Auditor)

1. The Bidder shall provide a certificate from its Statutory Auditor in the format given below:

   This is to certify that ___________ (Name of the Bidder) has

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the Bidder</th>
<th>Year 1 (As on - _______)</th>
<th>Year 2 (As on - _______)</th>
<th>Year 3 (As on - _______)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Revenue from Providing Maintenance Services to the extent of AMC experience of buses for the last three Financial Years (amount equivalent in Rupees)

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:

---

11 Refer Clause 4.2.1.1.10 of the RFQP Document

September 2021
Appendix 9: Format for Affidavit
Certifying that Entity / Directors of Entity are not Blacklisted

(On a Stamp Paper of relevant value)

Affidavit

I M/s. ………………. (Sole Bidder / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by GNCTD or blacklisted by any state government or central government / department / agency in India, either individually or as member of a Consortium as on the Proposal Due Date.

We further confirm that we are aware that as per Clause 3.13, our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFQP Document at any stage of the Bidding Process or thereafter during the Concession Agreement period.

Dated this …………………..Day of …………………., 20..

Name of the Bidder

…………………………………………
Signature of the Authorised Person

…………………………………………
Name of the Authorised Person

Note:
- To be executed separately by all the Members in case of Consortium
Appendix 10: Format for Memorandum of Understanding (MOU)

(On Non-judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this _____day of ________ 20__ at _________
among
_______ and having its registered office at _______, (hereinafter referred as”_______”,
which expression unless repugnant to the context or meaning thereof includes its successors
and permitted substitutes) of the First Part
and
_______ and having its registered office at _______, (hereinafter referred as”_______”,
which expression unless repugnant to the context or meaning thereof includes its successors
and permitted substitutes) of the Second Part
and
_______ (and having its registered office at _______, (hereinafter referred as”_______”,
which expression unless repugnant to the context or meaning thereof includes its successors
and permitted substitutes) of the Third Part
and
_______ and having its registered office at _______, (hereinafter referred as”_______”, which
expression unless repugnant to the context or meaning thereof includes its successors
and permitted substitutes) of the Fourth Part
and
_______ (and having its registered office at _______, (hereinafter referred as”_______”,
which expression unless repugnant to the context or meaning thereof includes its successors
and permitted substitutes) of the Fifth Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Government of National Capital Territory of Delhi (“GNCTD”), has invited
Request for Qualification and Proposal (RFQP) from entities interested for
Operation of Private Stage Carriage Services in Cluster No. ___________ (type appropriate Cluster No.),
(“Project(s)”) as per the terms contained in the RFQP Document and in terms of Concession
Agreement.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding
for the said Project and have reached an understanding on the following points with respect to
the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND
DECLARED AS FOLLOWS:

September 2021
1. That the Parties will form a Special Purpose Company (“SPC”) with the shareholding commitments expressly stated. The said SPC shall not undertake any other business during the Concession Period.

2. That the equity share holding of the Parties in the issued and paid up capital of the SPC shall not be less than as specified in the RFQP Document.

3. That M/s____________, M/s____________, M/s. ____________, M/s. ____________ and M/s. ____________ who are Members of the Consortium commit to hold the equity stakes in the SPC which are in line with the requirements of RFQP Document.

4. That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the RFQP Document, if qualified the RFQP Document and the Concession Agreement that will be executed if the Project(s) is awarded to us.

5. That the Parties shall carry out all obligations and responsibilities in terms of the Concession Agreement.

6. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows: {list the roles and responsibilities of each Party}

7. That the Parties shall be jointly and severally liable for the execution of the Project(s) in accordance with the terms of the Concession Agreement to be executed on award of the Project.

8. That the Parties affirm that they shall implement the Project(s) in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project(s).

9. That this MoU shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
2. Second Party
3. Third Party
4. Fourth Party
5. Fifth Party

Witness:
Appendix 11: Deleted
Appendix 12: Format for Undertaking by Type 2 Bidder

(On Non–judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Undertaking entered into this _____ day of ________ 20... at ________ by ________ and having its registered office at _______, (hereinafter referred as the “Society”, which expression unless repugnant to the context or meaning thereof include its successors and permitted substitutes)

WHEREAS Government of National Capital Territory of Delhi (GNCTD), has invited Request for Qualification and Proposal (RFQP) from entities interested for Operation of Private Stage Carriage Services in Cluster No. __________ (type appropriate Cluster No.), (hereinafter called the “Project(s)”) as per the terms contained in the RFQP Document and in terms of Concession Agreement.

AND WHEREAS all members of the Society had discussions for bidding for the said Project and have reached an understanding on the following points with respect to the rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:


2. That the members of the Society shall raise the Net Worth of the Society to ________ (atleast Rs. X millions) in case the Bidder is the Successful Bidder to the Project(s).

3. That the members of the Society commit to subscribe to the Net Worth of the Society in case the Bidder is the Successful Bidder(s) to the Project(s).

4. That the Society hereby is submitting a copy of the certificate issued by Registrar confirming registration of the Society.

5. That all members agree that the Society shall carry out all responsibilities in terms of the Concession Agreement.

6. That all members of the Society shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement to be executed on award of the Project(s).
7. That all members of the Society affirm that they shall implement the Project(s) in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project(s).

8. That this Undertaking shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the all members of the Society affirm that the information provided is accurate and true and have caused this Undertaking to be duly executed on the date and year above mentioned.

Signatures, Name, Address and Contact Details of the duly appointed person acting for and on behalf of the Society who is also a member of the management committee of the Society

Witness:

*Note: Undertaking to be separately submitted for each Cluster (Project)*
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 this …………………….Day 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 Bid Security

B.G. No. ____________________________ dated __________.

This Deed of Guarantee executed at __________ by __________ (Name of 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 its, successors and assigns;

In favour of

Commissioner (Transport), Transport Department, Government of National Capital Territory of Delhi, (hereinafter referred to as the “Transport Department, GNCTD”), having its office at Commissioner of Transport, 5/9, Under Hill Road, Delhi – 110054, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS

A. M/s ____________________________ 12, a company duly incorporated under the provisions of the Companies Act, 2013 / a Scheduled Caste/Scheduled Tribe Co-operative Society registered under the Delhi Co-operative Societies Act, 19 ______ 13, having its registered office at __________ (hereinafter referred to as the “Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns, has/have bid for Operation of Private Stage Carriage Services for Cluster No. ______ (type appropriate Cluster No.) (hereinafter referred to as the “Project”).

B. In terms of Clause 3.16 of Part I of the Request for Qualification and Proposal Document dated ______ issued in respect of the Project (hereinafter referred to as the “RFQP Document”) the Bidder is required to furnish to Transport Department, GNCTD an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees ______ Only) (type appropriate amount) as Bid Security.

C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

a) The Guarantor, as primary obligor shall, without demur, pay to Transport Department, GNCTD an amount not exceeding Rs. _____ (Rupees ______ Only) (type appropriate amount), within five (5) days of receipt of a written demand from Transport Department, GNCTD calling upon the Guarantor to pay the said amount and stating that the Bid Security provided by the Bidder has been forfeited in terms of Clause 3.16 of Part I of the RFQP Document.

______________________________

12 In case of consortium, incorporate names and addresses of the consortium members.
13 To be suitably modified based on the type of Bidder (Type 1/ Type2/ Type 4 Bidder)
b) Any such demand made on the Guarantor by Transport Department, GNCTD shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.

c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of Transport Department, GNCTD is disputed by the Bidder or not.

d) This Guarantee shall be unconditional and irrevocable and remain in full force for a period of 12 months or for such extended period as may be mutually agreed between Transport Department, GNCTD and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.

e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.

f) In order to give full effect to this Guarantee, Transport Department, GNCTD 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 RFQP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by Transport Department, GNCTD against the Bidder or any indulgence shown by Transport Department, GNCTD to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of Transport Department, GNCTD or any indulgence by Transport Department, GNCTD to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, 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 Mr. ———————

its ——————— and authorised official.

Note: Bid Security shall be separately submitted for each Cluster (Project)
Appendix 15A: Format of Price Proposal

Refer Financial Proposal Format (Part IV of RFQP Document)
Appendix 15B: Format of Price Proposal

Refer Financial Proposal Format (Part IV of RFQP Document)
Appendix 16: Format for Draft Letter of Acceptance (To be issued by Transport Department, GNCTD)

Date :

To

Authorised Signatory of the Successful Bidder

Dear Mr. _____,

Subject: Letter of Acceptance for Operation of Private Stage Carriage Services in Cluster No._______

1. This is in reference to the Proposal submitted by _____________ {Name of Successful Bidder} (“SB”) by the Proposal Due Date (_____) in response to the Request for Qualification and Proposal (“RFQP”) Document (along with the amendments made thereafter) released by Government of National Capital Territory of Delhi (“Transport Department, GNCTD”) on ____ {date of release of RFQP Document}.

2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by Transport Department, GNCTD 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. Transport Department, GNCTD, is now pleased to inform that SB has been selected as the Successful Bidder for Operation of Private Stage Carriage Services in Cluster No._______.

5. This letter is intended to convey Transport Department, GNCTD’s acceptance, subject to the terms & conditions specified in the RFQP Document issued to your company and conditions set out in the Concession Agreement to be executed within Thirty (30) days from the date of this letter, of the Proposal submitted by SB, wherein SB has quoted a CYOF of Rs ________ (Rupees ________)

6. As a token of your acknowledgment of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory, within seven (7) days from the date of this letter.
7. Further, you are also requested to comply, within thirty (30) days from the date of
this letter by Acknowledgement of this Letter of Acceptance, with the conditions set out
below:

(a) To incorporate an SPC in terms of Clause 3.5.1 of the Request for Qualification
and Proposal, where necessary;
(b) Furnish a Performance Security from a nationalized Bank or a Scheduled Bank
authorized to handle transactions of Government of India in India to the amount
of ________ crores [Rs. 6.0 Crore for 3 CLF / Rs. 5.80 Crore for 4 CLF]
[strike out whichever is not applicable] as per Clause 5.1(h) (ii) of draft
Concession Agreement;

Kindly note that this communication by itself does not create any rights or contractual
relationship with Transport Department, GNCTD. Any such right or relationship shall come
into effect upon complying with conditions set out in para 7 and the execution of Concession
Agreement.

Yours truly,

Secretary and Commissioner Transport
Transport Department
Government of National Capital Territory of Delhi
Appendix 17: Format of Acknowledgement Letter of Acceptance (To be issued submitted by Successful Bidder to Transport Department, GNCTD)

Date: (Within Seven (7) days of date of LOA)

To

Secretary and Commissioner (Transport)
Transport Department
Government of National Capital Territory of Delhi
5/9, Under Hill Road,
Delhi – 110054

Subject: Acknowledgement of Letter of Acceptance – Operation of Private Stage Carriage Services in Cluster No.________

We are pleased to acknowledge the Letter of Acceptance issued by Transport Department, GNCTD vide their letter Ref. dated for the Operation of Private Stage Carriage Services in Cluster No.________.

We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within four (4) week of the date of the LOA:

1. Incorporate an SPC, where required
2. Execute the Concession Agreement
3. Furnish a Performance Security of the amount of _______ crores [Rs. 6.0 Crore for 3 CLF / Rs. 5.80 Crore for 4 CLF] [strike out whichever is not applicable] as per Clause 5.1(h) (ii) of draft Concession Agreement;
4. Further, the SPC/ Successful Bidder should confirm that:
4.1 the SPC/ Successful Bidder has, after a complete and careful examination, made an independent evaluation of scope of the Project, local and physical conditions, and all information and documents provided by the Transport Department, GNCTD or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards

September 2021
as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Transport Department, GNCTD makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Transport Department, GNCTD in this regard.

4.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the documents and matters set forth in para 1 above and hereby acknowledges and agrees that the Transport Department, GNCTD shall not be liable for the same in any manner whatsoever to the Concessionaire, the Consortium Members or any person claiming through or under any of them.

--------------------------------------------------------------------------------

Name of Successful Bidder/Lead Member

--------------------------------------------------------------------------------

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 18: Format for Annual Operating Costs

Refer Financial Proposal Format (Part IV of RFQP Document)
Appendix 19: Format for Operations Plan

Refer Cluster Design Details (Part III of RFQP Document)
Appendix 20: Format of Affidavit

(On a Stamp Paper of relevant value by Bidder/ Each Consortium Member)

I, ____________________ son of ___________________ resident of ________________ having been duly authorized on behalf of the Bidder, do hereby solemnly affirm and declare as under:

That whereas, I have submitted a proposal for Operation of Private Stage Carriage Services Cluster No. _______ (type appropriate Cluster No.), Delhi (the “Project(s)”)  

Now, therefore, I, the undersigned, do hereby certify that all the information supplied as accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any information requested by the Transport Department, GNCTD to verify any pertinent information deemed necessary and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be required by Transport Department, GNCTD.

The undersigned also understands that furnishing of false information could result in disqualification of his company (the Consortium, in case Bidder is a Consortium) for the Project, and if so awarded, Transport Department, GNCTD shall withdraw the LOA or terminate the Concession Agreement, as the case may be, without being liability in any manner.

Dated this …………………..Day of …………………, 20..

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

Note:
- To be executed separately by all the Members in case of Consortium.
Appendix 21: Guidelines of the Department of Disinvestment

APPENDIX – V

Guidelines of the Department of Disinvestment
(Refer Clause 2.1)

No. 64/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi

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.

12 These guidelines may be modified or substituted by the Government from time to time.
Appendix V
Page 2

(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.

ad:-
(A.K. Tewari)
Under Secretary to the Government of India
Appendix 22: Cluster Details (Refer Part-III Cluster Design Data)

Refer Cluster Design Details (Part III of RFQP Document)
Appendix 23: Integrity Pact

INTEGRITY PACT

This Pact made this [●] day of [●] between Transport Department, GNCTD, having its office at Underhill Road, Delhi hereinafter called the DoT (which term shall unless excluded by or is repugnant to the context, be deemed to include its officers, and shall also include its successors and assigns) of the one part

AND

[●] represented by [●] of the other part, hereinafter called the “Bidder/Concessionaire “(which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/Concessioaire)

WHEREAS the DoT intends to award, under laid down organizational procedures, Concession Agreement for [●]. The DoT, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/Concessionaire.

WHEREAS the DoT is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the DoT hereby adopts the instrument developed by the renowned international non-governmental organization “ Transparency International” (TI) headquartered in Berlin (Germany). The DoT will appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the DoT for [●]. In response to the NIT (Notice Inviting Tender) dated [●] Concessionaire is signing the Concession Agreement for execution of [●]

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Concession Agreement to be entered into with a view to

Enabling the DoT to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling DoT to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the DoT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

September 2021
The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of the DoT;**

1.1 The DoT undertakes that no official of the DoT, connected directly or indirectly with the project, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The DoT will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other Bidders.

1.3 All the officials of the DoT will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the DoT with full and verifiable facts and the same is prima facie found to be correct by the DoT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DoT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DoT the proceedings under the contract would not be stalled.

3. **Commitments of Bidders/Concessionaire.**

3.1 The Bidder/Concessionaire commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.2 The Bidder/Concessionaire will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DoT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3 (i) The Bidder/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DoT or otherwise in procuring the Contract or forbearing to do or having
done any act in relation to the obtaining or execution of the contract or any other contract with the DoT for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the DoT.

3.4 (ii) The Bidder /Concessionaire has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.5 The Bidder/Concessionaire shall, when presenting his bid, disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates.

3.6 The Bidder/Concessionaire shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.

3.7 The Bidder/Concessionaire further confirms and declares to the DoT that the Bidder is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the DoT or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.8 The Bidder/Concessionaire, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the DoT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.9 The Bidder/Concessionaire will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.10 The Bidder/Concessionaire will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.11 The Bidder / Concessionaire shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the DoT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder/ Concessionaire also undertake to exercise due and adequate care lest any such information is divulged.
3.12 The Bidder/Concessionaire will inform to the Independent External Monitors. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any DoT’s associate(s)

3.13 The Bidder/Concessionaire commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.14 The Bidder/Concessionaire shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.15 If the Bidder/Concessionaire or any employee of the Bidder/Concessionaire or any person acting on behalf of the Bidder/Concessionaire, either directly or indirectly, is a relative of any of the officers of the DoT, or alternatively, if any relative of an officer of the DoT has financial interest/stake in the Bidder’s/Concessionaire’s firm, the same shall be disclosed by the Bidder/Concessionaire at the time filing of tender. The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.16 The Bidder/Concessionaire shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the DoT.

3.17 That if the Bidder/Concessionaire, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Concessionaire into question, the DoT is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the Bidder from participating in future bidding processes.

4. **Previous Transgression**

4.1 The Bidder/Concessionaire declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders’ exclusion from the tender process.

4.2 The Bidder/Concessionaire agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

4.3 That the Bidder/Concessionaire undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 crore.(Rupees zero point five crore) and to submit the same to the DoT along-with the tender document/contract before contract signing.

4.4 That sub-contractor(s)/associate(s) engaged by the Ccessionaire, with the approval of the DoT after signing of the Concession Agreement, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five crore) will be required to sign this Pact by the
Concessioaire, and the same will be submitted to the DoT before doing/performing any act/function by such subcontractor(s)/associate(s) in relation to the contract/work.

4.5 That the DoT will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.

4.6 That if the Concessioaire(s) does not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. DoT will terminate the Concession Agreement and initiate appropriate action against such Concessionaire(s).

5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDERETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT/tender documents sold to the Bidders.


6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the DoT to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Preffered Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder/Concessionaire.

(iii) If the DoT has disqualified/debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the DoT is entitled to forfeit the earnest money deposited/Bid Security.

(iv) To recover all sums already paid by the DoT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the DoT in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the DoT, along with interest.

(vi) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the DoT resulting from such
cancellation/rescission and the DoT shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(vii) To debar the Bidder from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the DoT.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the DoT with the Bidder, the same shall not be opened.

(x) Forfeiture of Performance Security and Subsidy Bank Guarantee in case of a decision by the DoT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) That if the DoT have terminated the contract under section 2 or 3 or 4 or if the DoT is entitled to terminate the contract under section 2 or 3 or 4, the DoT shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

(xii) That the Bidder / Concessionaire agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Concessionaire can prove and establish to the satisfaction of the DoT that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the DoT.

6.2 The DoT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Concessionaire applies to the DoT for premature revocation of the debarment and proves to the satisfaction of the DoT that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the DoT may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Concessionaire for first time default.

6.4 That a transgression is considered to have occurred if the DoT is fully satisfied with the available documents and evidence submitted along with Independent External Monitor’s recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the DoT to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purpose of this Pact.
7. **Allegations against Bidders/Concessionaires/ Sub-Contractors/ Associates:**

That if the DoT receives any information of conduct of a Bidder/ Concessionaire or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Concessionaire or Sub-Contractor which constitute corruption, or if the DoT has substantive suspicion in this regard, the DoT will inform the Vigilance Department for appropriate action.

8. **Independent External Monitors (s),**

8.1 That the DoT has appointed competent and credible Independent External Monitors (s) for this Pact.

8.2 The task of the IM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Concessionaire or DoT.

8.3 That the Independent External Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the DoT.

8.4 That the Bidder / Concessionaire accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the DoT including that provided by the Bidder/Concessionaire. The Bidder/Concessionaire will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Independent External Monitor is under obligation to treat the information and documents of the DoT and Bidder/ Concessionaire / Sub-Contractors/ Associates with confidentiality.

8.5 That as soon as the Independent External Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the DoT and request the management to discontinue or heal the violation, or to take other relevant action. The Independent External Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Independent External Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 That the DoT will provide to the Independent External Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the DoT and the Concessionaire / Bidder. The parties offer to the Independent External Monitor the option to participate in such meetings.

8.7 That the Independent External Monitor will submit a written report to the Chairperson of the Board of the DoT within 2 weeks from the date of reference or intimation to him by the DoT and, should the occasion arise, submit proposals for correcting problematic situations.
8.8 That if the Independent External Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word ‘IM’ would include singular and plural.

9. **Facilitation of Investigation.**

   In case of any allegation of violation of any provisions of this Pact or payment of commission, the DoT or its agencies shall entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. **Law and Place of Jurisdiction.**

    That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the DoT, as applicable.

11. **Other Legal Actions**

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder / Concessioaire is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. **Pact duration (Validity)**

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Developer 12 months after the initial/extended term. It expires for the Concessioaire/subcontractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the DoT.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. **Company Code of Conduct**
Bidders are also advised to have a company code of conduct (clearly rejecting the use of brides and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at ______________ on ______________

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Bidder/Concessionaire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Officer</td>
<td>CHIEF EXECUTIVE OFFICER</td>
</tr>
<tr>
<td>Designation</td>
<td>Witness</td>
</tr>
<tr>
<td>Deptt./ Ministry/ PSU</td>
<td>1. ____________________</td>
</tr>
<tr>
<td>Witness</td>
<td>2. ____________________</td>
</tr>
<tr>
<td>1. ______________________________</td>
<td></td>
</tr>
<tr>
<td>2. ______________________________</td>
<td></td>
</tr>
</tbody>
</table>

Annexure 1: Office Memorandum and corresponding Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure

Office Memorandum and corresponding Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs)
Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled ‘Fundamental principles of public buying’, has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi
Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this Office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annex I.

2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under Annex II.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner:

   a) In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.

   b) If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the
entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

**Incorporation in tender conditions**

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

**Applicability**

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
   a. to all Autonomous Bodies;
   b. to public sector banks and public sector financial institutions; and
   c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
   d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
   e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

**Definitions**

6. “Bidder” for the purpose of this Order (including the term ‘tenderer’, ‘consultant’ ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

7. “Tender” for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

8. “Bidder from a country which shares a land border with India” for the purpose of this Order means
9. “Beneficial owner” for the purpose of paragraph 8 above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. “Agent” for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of “contractor from a country which shares a land border with India” shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.
Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as Annex III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

(1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.

(2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.

(3) Secretary DPIIT with a request to initiate action as provided under Annex I

(4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi
Annex I: Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.

B. The Registration Committee shall have the following members*:

   i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
   ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
   iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.

H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/public enterprises etc. but also for procurement by State Governments and their agencies/public enterprises etc. No fresh registration at the State level shall be required.
I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

*Note:

i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]
Annex II: Special Cases

A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.

B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.

C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.

D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
Annex III

Model Clause /Certificate to be inserted in tenders etc.
(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares a land border with India” for the purpose of this Order means:
   a. An entity incorporated, established or registered in such a country; or
   b. A subsidiary of an entity incorporated, established or registered in such a country; or
   c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d. An entity whose beneficial owner is situated in such a country; or
   e. An Indian (or other) agent of such an entity; or
   f. A natural person who is a citizen of such a country; or
   g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

   Explanation—

   a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.”

Model Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the
Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for GeM:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

12/12
Request for Qualification and Proposal

For
Cluster 3 CLF and 4 CLF

Operation of
Private Stage Carriage Services

September 30, 2021

Part II – Draft Concession Agreement and Schedules to Concession Agreement

Issued By
Transport Department
Government of National Capital Territory of Delhi

Prepared by
Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th floor, Block 1, Delhi Technology Park, Shastri Park,
Delhi – 110053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
DRAFT CONCESSION AGREEMENT

between

TRANSPORT DEPARTMENT,
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI ("GNCTD")

and

_____________________________________________________________________

("Concessionaire")

FOR OPERATION OF PRIVATE STAGE CARRIAGE SERVICES IN DELHI

Cluster No. __ (type appropriate Cluster No.)

___________, ___, 20___
TABLE OF CONTENTS

ARTICLE 1 - Definitions and Interpretations
ARTICLE 2 Concession
ARTICLE 3 - Operation of the Concession
ARTICLE 4 - Revenues
ARTICLE 5 - Obligations of DoT
ARTICLE 6 - Obligations of IM
ARTICLE 7 - Rights and Obligations of the Concessionaire
ARTICLE 8 – Service Level Requirements
ARTICLE 9 – Performance Security
ARTICLE 10 – Project Milestones and COD
ARTICLE 11 – Financing Arrangements
ARTICLE 12 – Employee Benefits, Health, Welfare and Safety
ARTICLE 13 – Safety and Security
ARTICLE 14 – Fare Collection System
ARTICLE 15 – Insurance
ARTICLE 16 – Force Majeure
ARTICLE 17 – Events of Default and Termination of the Concession
ARTICLE 18 - Representations, Warranties and Disclaimer
ARTICLE 19 – Handback
ARTICLE 20 – Indemnity and Liability
ARTICLE 21 – Personnel Under the Concessionaire
ARTICLE 22 – Dispute Resolution mechanism
ARTICLE 23 – Assignment, Charges and Sub-Contracting
ARTICLE 24 - Miscellaneous

**SCHEDULES**

<table>
<thead>
<tr>
<th>Schedule 1</th>
<th>Cluster Operations Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule 2</td>
<td>Specifications</td>
</tr>
<tr>
<td>Schedule 3</td>
<td>Operational Parameters, Monitoring and Performance Adjustments</td>
</tr>
<tr>
<td>Schedule 4</td>
<td>Substitution Agreement</td>
</tr>
<tr>
<td>Schedule 5</td>
<td>Payment of CYF</td>
</tr>
<tr>
<td>Schedule 6</td>
<td>Implementation Plan</td>
</tr>
<tr>
<td>Schedule 7</td>
<td>Performance Security</td>
</tr>
<tr>
<td>Schedule 8</td>
<td>Vesting Certificate</td>
</tr>
<tr>
<td>Schedule 9</td>
<td>Depot Details</td>
</tr>
<tr>
<td>Schedule 10</td>
<td>Change in Ownership</td>
</tr>
</tbody>
</table>
This Concession Agreement is mutually agreed and entered into on this ___ day of ______ (Month), 20___ at Delhi.

BETWEEN

The President of India, acting through the Secretary and Commissioner, Department of Transport, Government of National Capital Territory of Delhi, having its office at 5/9, Under Hill Road, Delhi – 110006 (hereinafter referred to as “DoT” which expression shall unless repugnant to the context or meaning hereof mean and include its successors and assigns) of the First Part;

AND

_____________________________ , a company duly incorporated under the provisions of the Companies Act, 2013 / a Scheduled Caste / Scheduled Tribe Co-operative Society registered under the Delhi Co-operative Societies Act, 2003¹ having its registered office at ___________________ (hereinafter referred to as “the Concessionaire”, which expression shall unless repugnant to the context hereof mean and include the administrators, successors and permitted assigns) of the Second Part.

¹ To be suitably modified based on the type of Successful Bidder (Type 1/ Type 2 Qualified Bidder)
WHEREAS

A. As part of its ongoing efforts to provide a safer, more efficient, reliable and better quality public transport system for the benefit of commuters, GNCTD decided to redefine the scope of private sector in compliance with provisions of Motor Vehicles Act, 1988, Delhi Motor Vehicle Rules, 1993 and directions of the Hon’ble Courts.

B. GNCTD in its affidavit filed before the Hon’ble High Court of Delhi in Criminal Writ Petition No.878 of 2007 gave an undertaking that to improve the functioning of private stage carriage services in Delhi, GNCTD had commissioned a detailed scheme to improve the quality of private stage carriage services in Delhi.

C. GNCTD decided to introduce a new scheme for Operation of Private Stage Carriage Services (hereinafter referred as the “Scheme”) to replace the existing private stage carriage service scheme.

D. Existing Routes have been classified into Clusters as part of the Scheme. The Clusters were intimated to the public by way of public advertisements December 09, 2007 and through websites (www.transport.delhigovt.nic.in and www.dimts.org). Observations/ objections were solicited from the public, based on which suitable changes were incorporated and the Clusters were revised appropriately.

E. The Scheme envisages concurrent operation of Delhi Transport Corporation (DTC) and private operator in each Cluster under a Unified Time Table, subject to terms and conditions set out in the agreements to be signed for each Cluster.

F. Under the Scheme, all Clusters shall be part of a network for providing stage carriage (Stage Carriage) services for Delhi and the Scheme shall provide an optimized solution for deployment of resources in planning, scheduling of routes, utilization of assets through sharing of information while providing safe, comfortable and convenient services to the commuters.

Operation of Private Stage Carriage Services in Delhi was planned in terms of the Scheme (refer para 1.2.1 of Part I – Instructions to Bidders) with the services of Private Stage Carriage operators being sought for 17 Clusters. Based on availability of land for the depots and their location, the Clusters were reorganized by suitably regrouping the routes by minimizing dead mileage and with a view to improve operations efficiency and productivity in line with the Scheme objectives. Therefore the number of projects being bid out would exceed the number of Clusters as initially identified. Since the earlier Bids used the term Cluster also as a Bid package, this distinction has now become blurred due to aforesaid reasons. Therefore it is clarified that for the purpose of bidding and Concession Agreement, the word Cluster needs to be interpreted and understood as bid package or “Project”. The word Cluster and Project shall be used, interchangeably mutatis mutandis.
G. GNCTD vide Request for Qualification and Proposal (RFQP) Document dated __________ invited proposals from eligible entities for Cluster No. ___ (specify Cluster No.) for Operation of Stage Carriage Services. Based on the qualification requirements, applications were evaluated and those found eligible were shortlisted for evaluation of price proposal.

H. Consequent thereof and after due evaluation of the proposals received in response to the aforesaid RFQP Document, GNCTD has accepted the proposal submitted by __________________________________ (name of Successful Bidder) with respect to Cluster No. _______ and accordingly issued the Letter of Acceptance (LOA) No. ___________ dated _______ to ______________ (name of Successful Bidder) for the Project.

I. 3 The ________ (name of Successful Bidder) has promoted and incorporated the Concessionaire as a Limited Company to enter into this Concession Agreement pursuant to the LOA for undertaking, inter alia, the operation of Stage Carriage Services in Delhi and other obligations of the ________ (name of Successful Bidder) and has requested DoT to accept the Concessionaire as the entity which shall undertake and perform the obligations of the ________ (name of Successful Bidder) including the obligation to enter into this Concession Agreement.

J. 4DoT has agreed to the request of the ________ (name of Successful Bidder) and has accordingly agreed to enter into this binding Concession Agreement with DoT pursuant to the LOA for operation of Stage Carriage Services under this project.

K. 5The Concessionaire has also by its letter Ref. No. [------ ] dated [----------] represented and confirmed to DoT that it has been promoted by the Successful Bidder i.e. [name of the Successful Bidder] for the purposes hereof and is held by the said Successful Bidder and joins by its said letter in the request of the said Successful Bidder to DoT to accept the Concessionaire as the entity which shall, inter alia, undertake and fulfill and perform the obligations of the Successful Bidder under the LOA including the obligation to enter into this Concession Agreement for the Project.

L. It is deemed necessary and expedient to enter into this Concession Agreement for, inter alia, procurement, operation and maintenance of the Stage Carriage Stage on the Cluster No. ___ (specify Cluster No.) and to record the terms, conditions and covenants of the Agreement between the Parties.

---

2 To include names of all consortium members in case of a consortium
3 To be suitably modified depending on Type 1,2 Bidder
4 To be suitably modified depending on Type 1,2 Bidder
5 To be suitably modified depending on Type 1,2 Bidder
M. Amendments were issued to the draft Concession Agreement which was released as part of RFQP Document. This Concession Agreement has been amended to reflect the aforesaid changes to bring clarity, easier reading and understanding.

N. DoT has agreed to the said request of the Successful Bidder and the Concessionaire and has accordingly agreed to enter into this Concession Agreement with the Concessionaire pursuant to the LOA for the Project subject to and on the terms and conditions setforth in this Concession Agreement.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE COVENANTS, TERMS AND CONDITIONS SETFORTH HEREINAFTER, THE SUFFICIENCY AND ADEQUACY OF WHICH THE PARTIES HEREBY ACKNOWLEDGE, THIS AGREEMENT WITNESSETH AS FOLLOWS:-
DEFINITIONS AND INTERPRETATIONS

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

1.1 Definitions

“AC Services” means Stage Carriage Services provided by the Concessionaire, which are:
   (a) part of UTT;
   (b) serving 100% (hundred percent) of Duty Plan; and
   (c) by the Stage Carriages having Equipment Specifications as set out in Schedule 2.

"Additional Service" means a Stage Carriage service which the Concessionaire will provide to DoT in accordance with the terms of this Agreement in addition to the Basic Services.

“Agreement” means this Concession Agreement including its Schedules and Annexures attached hereto, as of the date hereof or as may be amended or supplemented, from time to time, in accordance with the provisions hereto.

“Applicable Laws” includes any enactment, law, bye-law, rule, regulation, ordinance, scheme, notification, judgment, order, decree, injunction, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or any other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration or action having the force of law of any of the foregoing, by any government agency having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter including any amendment/ modification made therein from time to time.

“Applicable Clearances or Approvals” means all clearances, authorizations, licenses, consents and approvals as defined hereinafter, required to be obtained or maintained under or pursuant to Applicable Laws, in order to implement the Project during the subsistence of this Agreement.

“Appointed Date” means the date of this Agreement.

“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.

“Average Assured Annual Bus Kilometers” means as defined in Part III- Cluster Design Data

“Assured Annual Payment Amount” means as defined in Schedule 5
“Assured Fleet Availability” means following and excludes reserves fleet: 100% on working days and 88% Sunday/holidays during the concession period on a shift basis. It will not include buses under police custody if exceeds more than 2% of fleet.

"Basic Services" means Stage Carriage Services provided by the Concessionaire, which are AC Services.

“Bid” means the documents in their entirety comprised in the bid submitted by the Concessionaire / Consortium in response to the RFQP in accordance with the provision thereof.

“Change in Equipment Specification” means modification, addition, and deletion in the Equipment Specification, based on written communication of DoT or IM from time to time.

“Change in Law” means the occurrence of any of the following, after the date of Bid:
(i) the enactment of any new Indian law;
(ii) the repeal, modification or re-enactment of any existing Indian law;
(iii) the commencement of any Indian Law which has not entered into effect until the date of Bid;
(iv) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
(v) any change in the rates of any of the Taxes that have a direct effect on the Project.

“Cluster” means the set of Routes as detailed in Schedule 1.

“Commencement Date” or “COD” means the date in terms of Schedule 6.

“Concession” shall have the meaning as assigned to it under clause 2.1

“Concessionaire Assets” means the assets used by the Concessionaire for the purpose of delivering Stage Carriage Services excluding GNCTD Infrastructure Facilities.

“Concession Period” means a period commencing from the Commencement Date and ending on Termination Date or Expiry.

"Conductor" in relation to a stage carriage, means a person engaged in collecting fares from passengers, regulating their entrance into, or exit from, the stage carriage and performing such other functions as may be prescribed.
“Consumer Price Index for Industrial Workers (CPI- IW) in Delhi” or “CPI” means Consumer Price Index Numbers for Industrial Workers (Base Year 2016 = 100), which measure a change over time in prices of a fixed basket of goods and services consumed by Industrial Workers, as are compiled and maintained by the Labour Bureau, Government of India. Applicable index for the purpose of this Agreement shall be index numbers as compiled for Industrial Workers in Delhi. The base value of CPI is 112 as on December 31, 2020 and shall be indexed, twice in a year on September 30 and March 31, in terms of index value reported in website www.labourbureau.nic.in published with a time lag of one month and shall include any index, which substitutes the CPI.

“Cure Period” means the period specified in this Agreement for curing any Material Breach or Event of Default of any provision of this Agreement by the Party responsible for such Material Breach or Event of Default.

“Consolidated Yearly Fare” or “CYF” means the annual fares to be charged by the Concessionaire for operation of Stage Carriage Services for a period of one year in terms of Schedule 1 – Cluster Operations Detail.

“Consolidated Year One Fare” or “CYOF” means the annual fare to be charged by the Concessionaire for operation of Stage Carriage Services for first year of operations and as bid by the ____________________________ (name of Successful Bidder) in terms of Schedule 1 – Cluster Operations Detail.

“DoT Collectibles” means collections made by DoT from:
(a) Fare collected and deposited in the Designated Account by the FCS Provider;
(b) payments collected and deposited in the Designated Account by IM from the sale of advertising rights on Stage Carriage Services; and
(c) any other sources.

“DTC” means Delhi Transport Corporation.

“Debt Due” means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding and payable to the Senior Lenders under the Financing Documents excluding working capital and Performance Bank Guarantee/Security:

(i) the principal amount of the debt excluding working capital and Performance Bank Guarantee/Security provided by the Senior Lenders under the Financing Documents for financing the Project (the “principal”) which is outstanding as on the Termination Date but excluding any part of the principal that had fallen due for repayment one year prior to the Termination Date unless such repayment had been rescheduled with the prior consent of DoT; and

(ii) all accrued interest, financing fees and charges payable on or in respect of the debt referred to in sub-clause (i) above up to the date preceding the
Termination Date but excluding (a) any interest, fees or charges that had fallen due one year prior to the Termination Date, and (b) penal interest or charges, payable under the Financing Documents to any Senior Lender.

“Depot" means land, buildings, structures and other facilities used by the Concessionaire in terms of Depot Agreement.

"Depot Agreement" means an agreement for the use of a Depot on license basis between DoT and the Concessionaire where such license allows the Concessionaire use of Depot for the purpose of parking, repair, maintenance, cleaning and office space required for providing Stage Carriage Services. Further such aforesaid agreement shall expressly deny the Concessionaire the right to sub-let, construct, alter or modify any part of the Depot without specific written prior approval of DoT, and such approval can be withheld or denied by DoT at DoT’s sole discretion, without providing any reason thereof for such decision of DoT.

“Dispute" means any dispute, difference or controversy between the parties of this agreement as provided in Clause 22.1.

“Dispute Resolution Procedure” means the procedure for Dispute resolution set forth in Article 22.

“Driver" means a person having valid Heavy Motor Vehicle Driving License and complying with other specific guidelines/ regulations issued by the State Transport Authority, GNCTD such as Public Service Vehicle (PSV) Badge, etc.

"Driving License" means a license issued by a competent authority under the Motor Vehicles Act, 1988, authorizing a person to drive a Heavy Motor Vehicle.

“Duty Plan” means is the itinerary of each Stage Carriage for any operational day.

“Encumbrance” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cess, electricity, water and other utility charges and encroachments on GNCTD Infrastructure Facilities.

“End Date” means the respective date(s), as specified in Schedule 6, on which each of the Project Milestones is to be achieved by the Concessionaire in accordance with the terms of this Agreement.

“Equipment Specifications” means the specifications and standards relating to equipment required for the Project and to be provided, operated and maintained by the Concessionaire and as set forth in Schedule 2 and Schedule 2A.
“Equity” means the sum expressed in Indian Rupees representing the equity share capital and shall include the funds advanced by any member of the Consortium or by any of its shareholders to the Concessionaire for meeting the equity component of the Project.

“Designated Account” means an account which shall be opened and maintained as per the provisions of this Agreement with a nationalized bank or a scheduled commercial bank authorized to undertake government business in accordance with the provisions of this Agreement.

“Event of Default” means an event of default as defined in Clause 17.1.

“Expiry” means the expiry of the Concession at the end of ten (10) years from the Commencement Date.

“Expiry Date” means the date on which the Expiry of this Agreement occurs.

"Fare" means an amount payable by a passenger to the Conductor or FCS for Stage Carriage Services in accordance with the fare schedule notified by GNCTD and as applicable from time to time.

"Fare Collection System" or “FCS” means the ticketing system for the collection of Fares, or any other system by which it is replaced by DoT from time to time.

“FCS Provider” means the Person appointed by DoT for providing and managing FCS on behalf of DoT.

“Financing Documents” means the documents executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Project.

“Fine” means a penalty or monetary sum imposed as a penalty charged for violation of any rules/provisions and imposed, in accordance with the Permit Conditions or any other Applicable Law, by the State Transport Authority, GNCTD, police or any other government agency/department, courts or any other Authority and does not include Performance Deductions envisaged in this Agreement.

“Fixed Deposit Receipts in lieu of Bank Guarantee” - In this Concession Agreement for performance of the Concessionaire guarantee/security is required to be submitted in the form of Bank Guarantee as part of Concessionaire’s obligation. FDR in line with GFR shall also be allowed for the purpose of submission of such Bank Guarantee. All provisions related to such security submitted vide Bank Guarantee shall apply mutatis mutandis to the such security submitted vide FDR.
“Force Majeure” or “Force Majeure Event” shall have the meaning ascribed thereto in Article 16.


“GNCTD Infrastructure Facilities” means the infrastructure facilities belonging to GNCTD, DTC or DoT as the case may be and licensed or authorized to be used by the Concessionaire for operation of Stage Carriage Services or where such infrastructure facilities are belonging to local authorities or local bodies DoT shall provide all reasonable assistance in obtaining permission for usage of facilities for the purpose of operation of Stage Carriage Services.

“GOI” means the Government of India.

“Good Industry Practice” means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and acting generally in accordance with the provisions of the Motor Vehicles Act, 1988 and which would be expected to result in the performance of its obligations by the Concessionaire and in the operation and maintenance of Private Stage Carriage Services in accordance with this Agreement, Applicable Laws, Applicable Clearances or Approvals, reliability, safety, environment protection, economy and efficiency.

“Government Instrumentality” means any department, division or sub-division of the government or the state government and includes any commission, board, authority agency or municipal and other local authority or statutory body including panchayat under the control of the government or the state government, as the case may be, and having jurisdiction over the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

"Idle Run" means to and fro journey undertaken by a Stage Carriage when not engaged in carriage of passengers and includes:

(a) a trip from a Depot to the point of origin of a Route;

(b) a trip from the point of destination of a Route to a Depot; and

(c) a trip from the point of destination of one Route to the point of origin of another as per schedule given by the IM or as per the specific instructions by the IM.

Idle Run excludes journeys performed for activities such as repairs, maintenance, road worthiness certification.
“IGAAP” means the Accounting Standards specified by The Institute of Chartered Accountants of India.

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 20.

“Indirect Political Event” shall have the meaning ascribed thereto in Article 16.

“Integrated Mechanism” or “IM” shall mean an agency appointed by DoT as the integrating mechanism, on its behalf, to manage and oversee the operations of the Project.

"Intellectual Property Rights" means any copyright, patents, design rights, trademarks, trade names, trade secrets, know how, and other forms of intellectual property rights, and includes any right to apply for registration of any of those rights.

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party.

“Material Breach” means a breach by a Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project or the other Party and which such Party shall have failed to cure.

“No-Political Event” means the events as specified in Article 16.

"Non-working Day" means a day which is a Saturday, a Sunday or a public holiday in Delhi under the list of holidays issued by GNCTD from time to time.

"Owner" means a Person in whose name a Motor Vehicle stands registered, and where such person is a minor, the guardian of such minor, and in relation to a Motor Vehicle which is the subject of a hire-purchase agreement, or an agreement of lease or an agreement of hypothecation, the Person in possession of the vehicle under that agreement.

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the Parties to this Agreement individually.

“Pass” means a seasonal ticket issued by DoT/ DTC/ GNCTD/ IM.

“Person” means and includes natural person, partnership, firm, company, corporation, trusts, society or any other entity (whether or not having separate legal entity).
“Performance Adjustment” means the Performance Incentive or Performance Deduction.

“Performance Deduction” means the deduction recoverable from the Concessionaire for sub-optimal performance or non-compliance or non-performance as described in Schedule 3.

“Performance Incentive” means the incentive payable to the Concessionaire for better performance as described in Schedule 3.

“Performance Security” means the security given by the Concessionaire as per Article 9.

“Performance Standards” means the standard as provided in under Schedule 3.

“Permit” means a permit issued by appropriate authority in terms of The Motor Vehicles Act, 1988 authorising the use of a motor vehicle as a Public Service Vehicle.

“Permit Conditions” means the conditions imposed by the State Transport Authority, GNCTD under the Motor Vehicle Act, 1988 for operation of Stage Carriage services in Delhi and includes any subsequent amendments, modifications, revisions, thereof.

“Political Event” shall have the meaning ascribed thereto in Article 16.

“Project” means and includes development, investment, financing, operation, maintenance, management of Stage Carriage services in Cluster No. ____ (specify Cluster No.) including use of GNCTD Infrastructure Facilities.

“Project Agreements” means this Agreement, the Financing Documents, Supply and Annual Maintenance Contract, and any other agreements or material contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project;

“Project Milestones” means the milestones as described in Article 10

"Project Milestone Certificate" means the certificate issued to the Concessionaire by IM and more particularly described in Article 10.

“Public Service Vehicle” means any motor vehicle used or adapted to be used for the carriage of passengers for hire or reward, and includes a maxicab, a motorcab, contract carriage, and stage carriage.

“Revenues” has the meaning as assigned to it under Article 4.
"Route" means a line of travel which specifies the area which may be traversed by a motor vehicle between one terminus and another and as may be specified by STA from time to time.

“Rs.” Or “Rupees” means the lawful currency of the Republic of India.

“Senior Lenders” means the financial institutions, banks, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Documents for meeting costs of all or any part of the Project and who hold pari passu charge on the Concession granted by this Agreement.

“Stage Carriage” means a motor vehicle constructed or adapted to carry more than six passengers excluding the driver for hire or just reward at separate fares paid by or for individual passengers, either for the whole journey or for stages of the journey and where a Permit has been issued in terms of Section 72 of The Motor Vehicles Act, 1988.

“Stage Carriage Services” mean services provided by the Concessionaire for carriage of passengers as part of the Project including the Basic Services.

“Statutory Auditor” means an independent, recognized and reputable firm of Chartered Accountants duly licensed to practice in India acting as independent statutory auditor of the Concessionaire under the provisions of the Companies Act, 2013 including any statutory modification or re-enactment or replacement thereof, for the time being in force.

“Subordinated Debt” means any borrowings by the Concessionaire subordinated to the financial assistance provided by the Senior Lenders for meeting the Project cost but does not include any interest thereon.

“Taxes” means any Indian taxes including Goods and Services Tax, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether GoI, GNCTD or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income.

"Trip" means one completed journey of Stage Carriage along any given Route for the purpose of delivering the Stage Carriage Services and during which it available for use by passengers and, for the removal of doubt:-
(a) one to and fro journey shall be two Trips;
(b) no part of an Idle Run is part of a Trip;
(c) if a Stage Carriage embarks on a Trip after completing an Idle Run, that Trip is to be treated as a separate Trip from any which preceded the Idle Run; and
(d) including AC Services.

“Termination” means early determination of this Agreement pursuant to Termination Notice.

“Termination Date” means the date on which this Agreement and the Concession is terminated.

“Termination Notice” means the communication issued in accordance with this Agreement by any one Party to the other Party terminating this Agreement.

“Termination Payment” means the amounts payable to the Concessionaire under this Agreement upon the Termination of this Agreement and shall consist of payments relating to Debt Due, Subordinated Debt and Equity, as the case may be, and such other amounts as are expressly provided for under this Agreement. Provided, however, that for purposes of determining Termination Payments to be made by DoT under this Agreement, the capital cost of the Project shall at all times be reckoned as the project cost incurred and duly certified by an independent auditor in terms of IGAAP.

"Ticket" means an instrument including a Pass in a form approved by the DoT which is purchased by a passenger for availing Stage Carriage Services.

"Ticket and Revenue Procedures Manual” means the document issued by IM, from time to time, which sets out procedures relating to the operation of the FCS and revenue reconciliation process.

“Unified Time Table” or “UTT” means the daily, weekly, monthly, yearly schedule for operation of Stage Carriages specifying the time and frequency for operation of DTC and the Concessionaire for Cluster No. _____ (specify Cluster No.) and revised from time to time.

"Working Day" means a day which is not a Saturday, a Sunday or a public holiday in Delhi under the list of holidays issued by GNCTD from time to time.

“WPI” means the wholesale price index published by the Ministry of Industry, GOI and shall include any index, which substitutes the WPI.

1.2 Interpretation

(a) The words importing singular shall include plural and vice versa, 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);
(b) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(c) the words "include" and "including" are to be construed without limitation;

(d) any reference to day, month or year shall mean a reference to a calendar day, 30 days or 365 days respectively;

(e) the Schedules to this Agreement form an integral part of this Agreement as though herein specifically set forth and produced. In case of any discrepancy between the Schedule and the body of the Agreement, the latter shall prevail.

(f) any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of DoT hereunder or pursuant hereto in any manner whatsoever;

(g) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;

(h) any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;

(i) 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;

(j) references to Indian law shall include the laws, acts, ordinances, rules, regulations, or bye laws which have the force of law in any State or Union Territory forming part of the Union of India;

(k) terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein and the terms and words defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;

(l) any reference to any period of time shall mean a reference to that according to Indian Standard Time; any reference to day shall mean a reference to a calendar day; and

(m) the damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed
genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

1.3 **Priority of contract documents and errors/discrepancies**

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

a) between Clauses of this Agreement, the provisions of the specific clause 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 as otherwise expressly set forth in the Clause.

c) Between Schedules of this Agreement, the provisions of the specific Schedule relevant to the issue under consideration shall prevail over those in other Schedules.

d) Between any value written in numerals and that in words, the latter shall prevail.

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

a) This Agreement;
b) Schedules to the Agreement;
c) LOA issued to the Successful Bidder;
d) Acknowledgment of LOA by the Successful Bidder;
e) Written addenda to the RFQP;
f) The RFQP;
g) Written clarifications issued to the Bidders;
h) The Successful Bidder’s Bid

<table>
<thead>
<tr>
<th>Concession</th>
<th>Article 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Subject to and in accordance with terms and conditions set forth in the Agreement and in consideration of the CYF to accrue to the Concessionaire for the Stage Carriage Services agreed to be provided by the Concessionaire, DoT grants Concession to the Concessionaire and the Concessionaire hereby accepts the Concession for a period of ten (10) years commencing from the Commencement Date, including the right, license and authority during the subsistence of this Agreement to implement the Project.</td>
<td></td>
</tr>
<tr>
<td>2.2 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Concession hereby granted shall entitle the Concessionaire to enjoy,</td>
<td></td>
</tr>
</tbody>
</table>
and oblige the Concessionaire to undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Clearances or Approvals:

(a) to implement the Project during the Concession Period;

(b) to use the GNCTD Infrastructure Facilities;

(c) perform and fulfill all of the Concessionaire’s obligations under this Agreement;

(d) bear and pay all expenses, costs and charges incurred in the fulfillment of all the Concessionaire’s obligations under this Agreement;

(e) undertake any other services, activities which are incidental to or required to be undertaken for providing Stage Carriage Services; and

(f) do all such other and further acts, deeds, things and provide all such services as are incidental to or necessary or required for undertaking and completing the Project and performing and fulfilling all of its obligations under the Agreement including provision of Stage Carriage Services pursuant to the Agreement.

2.3 DoT and the Concessionaire agree that:

(a) important factors that impact on the capacity of a public transport service to attract customer are:

   (i) its reliability; and
   (ii) the quality of the amenities it provides; and
   (iii) safety of passengers and road users;

which objectives the Concessionaire shall endeavor to achieve;

(b) more the customers are attracted by a public transport service, for which DoT is responsible:

   (i) the better the service contributes to the achievement of the DoT's objectives; and
   (ii) the more revenue DoT derives from the operation of the service;

(c) conversely if the standard of the reliability or quality of amenity declines, the DoT will suffer loss of revenue and the failure of its objectives in providing the service;

(d) therefore whenever the Concessionaire either:-

   (i) does not provide a Trip in accordance with the UTT; or
   (ii) uses a Stage Carriage which does not comply with the standards required by this Agreement,
DoT will be exposed to loss;  

(e) it will be extremely difficult to determine precisely the extent of the loss or to quantify it;  

(f) each of the amounts to be deducted under Performance Deduction represents a genuine, fair and reasonable estimate by the Parties of the actual loss or damage which DoT would sustain as a consequence of the breach giving rise to the DoT's right to deduct the amount;  

(g) each of the amounts to be paid out as Performance Incentive represents a genuine, fair and reasonable estimate by the Parties of the actual benefit accruing to DoT, as a consequence of improved reliability and quality of services rendered;  

(h) the amounts to be deducted under the Performance Deduction are not and must not be construed as penalties for the purposes of any rule of law or equity;  

and  

(i) DoT and the Concessionaire are both negotiating and contracting at arms-length, having equal bargaining power, possessing relevant experience and expertise and having had access to independent legal, accounting, financial, economic and other professional advice in relation to their rights and obligations under this Agreement.

2.4 The Services  

2.4.1 The Concessionaire:  

(a) shall provide the Stage Carriage Services in accordance with this Agreement;  

(b) acknowledges that it has sufficient information about the Project including but not limited to project requirements, equipment and their vendors, operational requirements related to the Project, service standards, Specifications, performance measurements parameters and the resultant deductions or incentive thereof, statutory requirements and specific/ general laws in relation to this Project and that it has made all appropriate and necessary enquiries to enable it to perform the Stage Carriage Services in accordance with this Agreement;  

(c) shall neither be entitled to any additional payment nor excused from any obligation other than as specifically provided under this Agreement or liability under the Agreement due to any misinterpretation or misunderstanding by the
Concessionaire of any fact relating to the Project or otherwise to this Agreement;

(d) shall comply with all lawful and reasonable directions of the DoT or IM relating to its performance of the Stage Carriage Services; and

(e) shall raise finances for the Project at its own risk.

2.5 Notwithstanding anything to the contrary in this Agreement, the DoT discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement;

2.6 The Concessionaire shall provide the Stage Carriage Services:

(a) with the high degree of skill, care and diligence normally exercised by professional firms or by highly skilled and experienced Concessionaires providing services of a similar scope, type and complexity to the Stage Carriage Services and with sufficient resources including project management resources;

(b) in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and

(c) in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.

2.7 DoT reserves the right at its option to extend this Concession Agreement by a further period or periods up to two (2) years by notifying the Concessionaire at least one month prior to the expiry of the period specified in clause 2.1.

2.8 Variations

2.8.1 DoT may vary this Concession Agreement with the written consent of the Concessionaire save where this Concession Agreement provides that variation or adjustments may be made by DoT and the consent of the Concessionaire is not expressly required in which case DoT may vary this Concession Agreement unilaterally on giving written notice to the Concessionaire.

2.8.2 A variation shall take effect:

(a) from the date specified by DoT in the written notice to the Concessionaire where the Concessionaire's written consent to the variation is not required;

(b) from the date agreed by DoT and the Concessionaire where the Concessionaire's written consent is required; or

(c) forthwith where no date is specified.
OPERATION OF THE CONCESSION

3.1 Routes and Schedules

3.1.1 The Parties agree that the DoT shall have the exclusive right to determine Routes, frequency and schedules of the Buses as part of UTT through the Contract Period. The DoT shall provide the routes for Operation (the “Operational Routes”). The Concessionaire shall only ply Buses on the Operational Routes, unless directed otherwise by the DoT. For the avoidance of doubt, it is clarified that the DoT may amend the Operational Routes with prior notice to the Concessionaire. Provided further that if the DoT amends the Operational Routes pursuant to this Clause 3.1.1, there shall be no reduction in the Average Assured Annual Bus Kilometers.

3.1.2 In the event the Concessionaire makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the UTT or without specific instructions of DoT in relation thereof, it shall be liable for payment of Damages at the rate of 0.01% of the Performance Security.

3.1.3 The DoT may after due notification to the Concessionaire, change the route(s)/frequency/schedule of the Buses due to any reason whatsoever including but not limited to passenger feedback, special circumstances, festivals and seasonal requirements. In case the DoT makes any such change(s), it shall notify the Concessionaire in writing 5 (five) days prior to implementation of such change.

3.1.4 Unless directed by the DoT, the Concessionaire shall maintain the frequency of the Buses as specified in the UTT.

3.1.5 The actual hours of operations in a day are specified in the UTT. The Parties agree that the hours of operation may be segregated into peak hours and off peak hours of operation.

3.1.6 In the event there is a need for change in route of Bus, the Concessionaire shall inform the control Centre for monitoring of all activities (“Control Centre”) about it and the same shall be tallied with the change in route length measured by ITS (“Intelligent Transport Systems”) or Odometer reading at the end point of the route and the distance so measured shall be reckoned for the purpose of making payment to the Concessionaire.

3.1.7 Stage Carriage Services as part of the Project shall, in usual course, be provided in the Cluster; however, DoT reserves the right to add, delete or modify any city route in Delhi with 20% flexibility or limited service trips from time to time having regard to public transportation requirements.

3.2 Without prejudice to anything contained in this Agreement the Parties in general and the Concessionaire in particular agree and undertake to enter into and execute any/all
such supplemental and ancillary agreement which the Parties deem expeditious and/or which in the opinion of DoT/IM is required and necessary for the purposes of a smooth operation of services under this Agreement.

**REVENUES**

**Article 4**

4.1 Sources of Revenues to the Concessionaire for providing volume of Basic Services shall be based on CYF, Performance Adjustment, incremental Stage Carriage Services provided as Additional Services.

4.2 Payment of CYF shall be released to the Concessionaire by IM for and on behalf of DoT in terms of Schedule 5. Payment of CYF for first year shall be made based on the consolidated year one fare (“Consolidated Year One Fare” or “CYOF”) in terms of details set out in Schedule 5. Payment of CYF for second to tenth year shall be made on similar lines as set out in Schedule 5 for CYOF. Actual release of monies to the Concessionaire shall be made on Payment Month basis as detailed out in Schedule 5.

4.3 Concessionaire agrees and confirms that revenue from Fare, Pass and fines from passengers for use of Basic Services and Additional Services as part of Stage Carriage Services shall be collected by DoT, or any agency authorized by it, and shall be retained by DoT in the Designated Account. DoT shall have the right to permit advertisement for licence fee on the Stage Carriages and all such receipts/amount collected/received shall be retained by DoT. The Concessionaire’s claim on payment for Basic Services rendered shall be regulated under Clause 4.1.

4.4 Deleted

4.5 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Concessionaire, the same may be deducted from any sum then due or which at any time thereafter may become due to the Concessionaire under this Agreement.

4.6 At the end of each completed year of operations from COD, for the Un-utilized Components of CYF, DoT shall make payment equal to 50% of the charges in terms of Schedule 5.

4.7 Performance Adjustment, excluding on account of Accidents as set out in Schedule 3, shall not be applied for the initial three months from the commencement of each Route. Based on feedback during this period, UTT and Performance Adjustments may be revised at the sole discretion of DoT acting on recommendation of IM.

4.8 CYF Variation for Change in Law

(a) Where, a Change in Law condition leads to proven increase in cost to the Concessionaire that:
(i) could not have been foreseen at the time when this Agreement was being negotiated;
(ii) could not reasonably have been avoided by good management practice; and
(iii) is not expressly or by implication accommodated by the way in which the CYF is constructed,

the Concessionaire is entitled to have the CYF amended to recoup its reasonable compliance costs. The adjustment in CYF shall not exceed the increase in cost that was proved by the Concessionaire to the satisfaction of DoT.

(b) Where, a Change in Law condition leading to proven decrease in cost to the Concessionaire that:

(i) could not have been foreseen at the time when this Agreement was being negotiated; and
(ii) is not expressly or by implication accommodated by the way in which the CYF is constructed,

DoT is entitled to have the CYF amended so as to reduce it by an amount by which the Concessionaire’s costs of providing the services ought reasonably to be reduced.

(c) CYF variation due to Change in Law set out in 4.8(a) and 4.8 (b) shall be considered only where the impact is at least 2% of the CYF.

4.9 The performance deductions for not meeting the service level obligations are capped at 10% of CYF. For the purpose of determining the aforementioned cap, performance deductions for the following will not be considered:

a. failure to meet Assured Fleet Availability for any reasons attributable to the Concessionaire, and
b. fatal accidents and over speeding

Note: Additional damages for not meeting Assured Fleet Availability and road safety parameters (fatal accident & over speed) in terms of Schedule 3 will be over and above the aforementioned cap of 10% towards Performance Deduction.

**OBLIGATIONS OF DoT**

**Article 5**

5.1 DoT agrees to observe, comply and perform the following:
(a) ensure peaceful enjoyment of the Concession by the Concessionaire during the tenure of the Concession subject to the terms and conditions of this Agreement;

(b) manage and enforce UTT, more explained in Schedule 1 and subject to conditions set out in Clause 5.2;

(c) make timely payment of CYF and make payments for Additional Services (if applicable, for Goods and Services Tax (GST) and any other cess/taxes), and for this purpose agrees to:

(i) open a Designated Account;
(ii) with an initial amount equal to three months of CYOF to be deposited in the Designated Account; and
(iii) maintain the Designated Account equal to estimated CYF for three months to top-up the difference between DoT Collectibles and CYF in terms of this Agreement by making regular quarterly replenishments ("Top-up Payments").

(d) provide all reasonable assistance in obtaining and renewing Permits for Stage Carriages to the Concessionaire by the State Transport Authority (STA);

(e) make available GNCTD Infrastructure Facilities (inclusive of extended parking at bus terminals / parking lots) to the Concessionaire for performing his obligations under the Agreement;

(f) provide following facilities to the Concessionaire:
(i) Bus depot upon Concessionaire making a payment of Rs. 90,000/- per year increased at the rate of 10% at the end of each year per Stage Carriage on the actual number of buses registered and covered under the Stage Carriage permits in a Cluster including the reserve fleet;
(ii) passenger facility charges upon Concessionaire making a payment of Rs. 10,000/- per Stage Carriage per month on the actual number of buses registered and covered under the stage carriage permits in a Cluster including the reserve fleet, where any change in charge for the aforesaid shall paid for/payable to DoT;
(iii) deleted;
(iv) On-board Equipment at free of cost except available in standard fitment as a part of bus specification. However, the DoT shall be liable for the payment of entry fees (inclusive of applicable taxes) at ISBTs during the Concession Period.

(g) evaluate recommendations of the IM and if satisfied, make necessary changes to UTT and notify such changes;

5.2 UTT
(a) UTT may be revised from time to time by way of (i) addition/reduction in the Trips (ii) changes in travel time per Trip, (iii) No. of Trips and (iv) other such changes, revisions, modifications, amendments.

(b) In cases where in the opinion of DoT/IM on a specific Route or a group of Routes, on time performance cannot be maintained due to worsening traffic conditions or for other reasons such as construction work, on behalf of DoT, IM may temporarily adjust the UTT to accommodate such systemic changes and shall forthwith inform DoT for its approval. In the aforesaid cases, public sector comparator of DTC may be used by DoT to evaluate such conditions.

(c) Performance Adjustments made before the revision of UTT in terms of Clause 5.2 (a) and 5.2 (b) shall not be refunded.

(d) Due to easing of traffic conditions such as BRT, flyover/underpass construction, traffic management systems such as synchronized signal free movement on trunk corridors, on recommendation of DoT has the right to (i) revise the schedule by reducing the total travel time, or (ii) implement revised on-time performance standards for specific routes.

(e) The Concession awarded will co-exist with Delhi Transport Corporation and other modes of transportation like metro rail, mono rail, light rail etc. in the present or to be introduced in future and accordingly may require revision in the UTT. This circumstance is declared expressly known to the Concessionaire and the Concessionaire unconditionally accepts and acknowledges the same.

(f) Notwithstanding anything to the contrary contained herein, the Parties agree that any amendment to the Operational Routes or the UTT shall not reduce the Average Assured Annual Bus Kilometers.
OBLIGATIONS OF IM

Article 6

6.1 The Integrated Mechanism, shall, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, have the obligation to:

(a) monitor compliance of the prescribed Specification in terms of Schedule 2 and Schedule 2A by the Concessionaire;

(b) ensure compliance of the Performance Standards in terms of Schedule 3 by the Concessionaire;

(c) process and apply Performance Adjustments in terms of Schedule 3 on the Concessionaire;

(d) direct the Concessionaire to display information and Delhi Transit logo in terms of instructions issued by IM to Concessionaire from time to time and in terms of locations identified in Schedule 2;

(e) direct the Concessionaire on behalf of DoT to operate Additional Services subject to availability of reserve fleet;

(f) direct the Concessionaire on behalf of DoT to operate Trips in terms of revisions made in UTT in consultation with DoT;

(g) recommend to STA/DoT termination/suspension of the Concession on occurrence of Concessionaire’s Event of Default in terms of the Agreement;

(h) undertake changes in Specifications for altering, deleting, modifying Specifications in consultation with DoT and thereupon direct the Concessionaire to implement the same;

(i) collect data, undertake analysis and monitor Stage Carriage Services within and across Clusters;

(j) monitor operations of Stage Carriage Services in accordance with UTT/prescribed schedules;

(k) recommend changes in UTT based on traffic conditions, route rationalization, demand etc.;

(l) generate revenues from advertising on board the Stage Carriages after taking approval of DoT, including outside and inside of the Stage Carriages and deposit the same in the Designated Account; and

(m) manage such facilities necessary to discharge its obligations.
6.2 The Integrated Mechanism shall meet costs associated towards operation, monitoring and management of Scheme. DoT shall make payment as agreed from time to time by DoT from DoT Collectibles to IM on monthly basis within three Working Days of the succeeding month.

**RIGHTS AND OBLIGATIONS OF THE CONCESSIONAIRE**

**Article 7**

7.1 The Concessionaire shall, subject to and in terms of this Agreement, have the right to:

(a) operate Stage Carriage Services in terms of this Agreement;

(b) raise claim and receive CYF for the volume of Stage Carriage Services and subject to Performance Adjustment and incremental Stage Carriage Services provided as Additional Services in terms of timelines set out in Schedule 5; and

(c) use the GNCTD Infrastructure Facilities for the Project subject to payment as applicable.

7.2 The Concessionaire shall at its own risk and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, have the obligation to:

7.2.1 Statutory Obligations

(a) comply with the provisions of the Motor Vehicles Act, 1988 and the Rules made thereunder for providing Stage Carriage Services;

(b) obtain Permit and abide by Permit conditions and any amendment(s) thereof for providing Stage Carriage Services;

(c) ensure that relevant application for renewal of Permits is submitted to STA to ensure continued and uninterrupted Stage Carriage Services;

(d) make, or cause to be made, necessary applications to the relevant Governmental Agencies with such particulars and details, as may be necessary for obtaining all Applicable Clearances or Approvals, and obtain such Applicable Clearances or Approvals in conformity with the Applicable Laws and be in compliance thereof at all times during the Concession Period;

(e) be responsible for making all the statutory payments with respect to Applicable Laws including laws dealing with labour. Neither DoT nor IM shall be responsible for any liability of the Concessionaire towards the statutory payments to the persons working under them or any other statutory payment;
(f) be liable for any claim arising from the accident be it loss of life or limb, damage, or loss caused during the operation of the Stage Carriage Services. Neither DoT nor IM shall be responsible for any claim including the claim made in connection with the injuries or loss of life sustained by passengers or other road users;

(g) release and indemnify DoT and IM, their employees, agents and contractors from and against all liability for death or personal injury, loss of or damage to property (including property belonging to DoT or for which it is responsible and including GNCTD Infrastructure Facilities) and any other loss, damage, cost and/or expense which may arise out of or in the course of or by reason of the performance or non-performance of this Agreement by the Concessionaire, it’s employees or agents whether such injury, loss, damage, cost and/or expense be caused by negligence or otherwise provided always that the Concessionaire shall not be liable to indemnify DoT and IM for any injury, loss, damage, cost and/or expense to the extent that the negligence of DoT or IM, their employees, agents or contractors is shown to have contributed to the said injury, loss, damage, cost and/or expense;

(h) obtain and maintain in force, on and from the Appointed Date, all insurance of an adequate level in accordance with the provisions of this Agreement and Good Industry Practice;

7.2.2 Operational Obligations

(a) furnish and maintain the Performance Security in terms of Article 9;

(b) undertake at its own risk all activities related to development, investment, financing, operation, maintenance, management of Stage Carriage Services in Cluster No. ___ (specify Cluster No.) for the purpose of this Agreement and introduce Stage Carriage Services in terms of Schedule 6;

(c) comply with UTT and provide Trips in terms of details set out in Cluster operations Detail in Schedule 1 except in case of temporary emergency which the Concessionaire shall notify to IM without delay, of the nature of emergency, its likely duration and proposals for arrangements to deal with the same as soon as is practical in the circumstances;

(d) comply with the requirements set out in Schedule 1 in terms of Routes and other provisions;

(e) comply with the Specification in terms of Schedule 2 and Schedule 2A;

(f) comply with Performance Standards in terms of Schedule 3;

(g) to operate Additional Services subject to availability of reserve fleet;
(h) to operate Trips based on revisions made in UTT;

(i) ensure safety and security of various equipment installed on the Stage Carriage by DoT/ IM or any other agency nominated by DoT/ IM such as equipment related to FCS, AVTMPS (hereinafter referred as “On-board Equipment”);

(j) to follow instructions of DoT/ IM to ensure functioning of all On-board Equipment;

(k) provide necessary supports, brackets, electrical connections for installation of equipment related to FCS and other On-board Equipment;

(l) induct Stage Carriage only upon installation of On-board Equipment, unless otherwise explicitly permitted or specified by DoT or IM;

(m) provide access to and assist operations of On-board Equipment;

(n) provide access, support and assist IM staff or agency appointed by IM for undertaking various activities for displaying advertisements on the Stage Carriage provided such activities do not interfere with the operations of the Stage Carriages;

(o) comply with processes and procedures for installation, operation, maintenance and management of FCS based on instructions of IM and Ticket and Revenue Procedures Manual;

(p) pick up and drop passengers on all designated Stage Carriage stops and not unreasonably deny entry or exit to any passenger;

(q) provide all necessary assistance to Persons with Special Needs;

(r) operate Additional Services upon express written/ fax/ electronic instructions of IM;

(s) provide access and reasonable assistance to DoT, IM, On-board Equipment operator/s, FCS Agent/s, their agents and representatives such as ticket collector, ticket checker, conductor or such persons for the performance of their duties and services;

(t) to display information and “Delhi Transit” logo or any other logo approved by DoT in terms of instructions issued by IM to Concessionaire from time to time and in terms of locations identified in Schedule 2;

(u) to operate all the Stage Carriage bus under the trade mark “Delhi Transit” or any other brand as approved by DoT and permit the accrual of royalty in relation thereof to DoT/IM;
(v) employ/ arrange necessary manpower for meeting Project requirements and ensure that the personnel so deployed are qualified and competent to undertake the assigned tasks, follow the instructions issued to them and adopt relevant code of practice and conduct by IM/DoT as applicable;

(w) take all reasonable precautions for the prevention of accidents in the operation of the Project and provide all reasonable assistance and emergency medical aid to accident victims;

(x) ensure necessary infrastructure including posting personnel for strict compliance of Performance Standards;

(y) maintain a complete and correct set of records pertaining to all activities relating to the performance of the Stage Carriage Services and the Concessionaire's obligations under this Agreement and all transactions entered into by the Concessionaire for the purposes of the this Agreement (including data where such records are material to the calculation to the Performance Standards, project monitoring and payment. ("Records"). The aforesaid shall be maintained during the Term and for a period of not less than four (4) years from expiry of this Agreement ("Retention Period") or handed over to DoT in case of Termination;

(z) give all reasonable assistance to the DoT / IM or its nominee in conducting inspection of Records during the Retention Period, including making available documents and staff for interview;

(aa) where DoT is bound by a court’s decision, law or act including Right to Information Act, provide all necessary assistance to DoT;

(bb) for Basic Services, where required by DoT or IM, the driver of the Stage Carriage to issue Tickets provided by DoT/ IM to the passengers and deposit the Fare so collected along with detailed account with IM within the time specified by IM;

(cc) undertake all activities related to additional facilities such as Depots, running of Stage Carriages from Depot to the origin/ destination in a Route, checking of Stage Carriages for obtaining Permit/ road worthiness testing etc.;

(dd) enter into suitable agreement with DoT for the purpose of obtaining Depot;

(ee) Follow all directions given by IM and DoT as per the terms of this Agreement for efficient operation and maintenance of the Project;

(ff) notify IM within 14 days of any changes to the Concessionaire’s directors, senior management and key personnel involved in the Project; and

(gg) The Concessionaire shall follow all directions given by IM as per the terms of
this Agreement for efficient operation and maintenance of the Project.

(hh) The Concessionaire shall be responsible for refurbishment of Stage Carriages in show-room condition with completion of all missing components, reconditioning of major aggregates/assemblies/sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats etc. after completion of five years from date of registration of each Stage Carriage. However, the said refurbishment of Stage Carriages is required to be completed within a window of one year i.e. before completion of sixth year of date of registration of each Stage Carriage.

7.2.3 Administrative Obligations

(a) ensure compliance of the instructions, as and when issued by DoT and /or IM, in relation to the operation, security, safety, quality and functionality of Stage Carriage Service under this Project by its employees, contractors, agents or dependents;

(b) to submit relevant information sought by IM such as daily number of trips, time schedules of each Stage Carriage on daily basis, personnel data including biometric records or details of Drivers and other specific persons involved in operations;

(c) provide access to documents and information in relation to operation of Stage Carriages and all information adjunct to it upon demand at all time by IM;

(d) agrees to the undisputed and exclusive ownership of the trade mark ‘Delhi Transit” and the Intellectual Property Rights acquired by IM in respect thereof and not to assign or allow the use, in any manner or purpose whatsoever, of the same;

(e) to ensure the shareholding/ composition of the Concessionaire in terms of Schedule 10.

(f) accepts and allows DoT alongwith FCS Provider or its authorized agency to collect and deposit the Fare in the Designated Account;

(g) to provide all necessary and reasonable assistance to IM as it may require for performance of its duties and services;
(h) agrees that DoT and IM shall have the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action; and

(i) to make all reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Concessionaire’s obligations under this Agreement.

7.2.4 General Obligations

(a) investigate, study, design, engineer, finance, procure, develop, construct, operate, maintain and manage the Project in accordance with the provisions hereof;

(b) comply with all Applicable Clearances or Approvals and Applicable Laws in the performance of the Concessionaire’s obligations under this Agreement including those being performed by any of the contractors;

(c) procure and maintain in full force and effect, as required, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;

(d) to abide by the timelines towards Project Milestones set out in Article 10;

(e) agrees to make payments set out in this Agreement for a delay in achieving the various milestones as specified in Article 10;

(f) make such financing arrangement as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner;

(g) prepare and submit with reasonable promptness and in such sequence as is consistent with the Project Milestones, mobilization and project plan to IM for review and incorporate such comments received;

(h) provide all assistance to DoT and IM as it may require for the performance of its duties and services;

(i) provide reports to DoT and IM on regular basis, during the Concession Period in the form and manner set forth in this Agreement or prescribed from time to time;

(j) obtain and maintain in force, on and from the Appointed Date all insurance in accordance with the provisions of this Agreement and Good Industry Practice;

(k) ensure and procure that all agreements signed with the contractors, suppliers and agencies deployed for the Project contain provisions that entitle DoT to
step into such agreement in its discretion in place and substitution of the Concessionaire in the event of Termination of this Agreement on account of default or breach by the Concessionaire;

(l) appoint, supervise, monitor, control and be liable for the activities of contractors, suppliers and agencies deployed for the Project under their respective agreements as may be necessary;

(m) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws as Principal Employer and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies DoT and/or IM against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall DoT and/or IM be treated as employer in this regard;

(n) not to place or create and nor permit any contractor or other person claiming through or under the Concessionaire to create or place any Encumbrance or security interest over all or any part of or on any rights or interest of DoT under this Agreement, save and except as expressly set forth in this Agreement;

(o) make its own arrangements for the engagement of the employees and labour engaged for execution of the Project.

(p) employ adequate number of appropriately qualified, skilled and experienced persons in order to execute the Project. IM and/or DoT may require the Concessionaire to remove any person employed on the Project and the Concessionaire shall in such cases appoint suitable replacement/s immediately.

(q) provide and maintain all necessary safety, health and welfare facilities for its staff and employees.

(r) be responsible for security, environment and safety, soundness and durability and quality of the equipment used for providing Stage Carriage Services;

(s) upon receipt of a request thereof, afford access to the Stage Carriages and other infrastructure facilities such as Depot to the authorised representatives of DoT and/or IM, Lenders for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement and to any government agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons assistance reasonably required to carry out their respective duties and functions with minimum disruption to the operation, management and maintenance of the Project consistent with the purpose for which such persons have gained such access to the Project;
indemnify and hold harmless DoT and/or IM and their employees from and against all actions, suits, claims, damages, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Concessionaire in connection with the performance of its obligations under this Agreement or any activity incidental thereto.

in all matters arising in the performance of this Agreement, comply with, give all notices under, and pay all fees required by, the provisions of any national or state statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the Project.

effective from the Appointed Date, pay in terms of Applicable Laws all stamp duties and other applicable taxes, fees, levies and cess in respect of the Project;

replace or reimburse all costs associated with replacement / repair of On-board Equipment, where such damage/lost/theft is due to negligence of the Concessionaire and where such equipment are replaced by DoT/IM/ its agencies, the Concessionaire shall pay at 1.25 times the cost for replacement/repair.

The Concessionaire shall submit to the DoT and/or the IM the drafts of all Project Agreements, or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the 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 no review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

**SERVICE LEVEL REQUIREMENTS**

**Article 8**

8.1 The Concessionaire shall provide to IM, the reports described in Schedule 3 at the times specified in that Schedule and must promptly provide to IM any other information reasonably required by the IM to monitor the Concessionaire’s performance.

8.2 Repeated Failure to meet Performance Standards
If the Concessionaire fails to meet any Performance Standards, due to which Performance Adjustment exceeds 15% in two consecutive months, or it is found that the Performance Standards declines by more than 50% on any day, the Concessionaire must, at no additional cost to DoT/IM:

(a) inquire into the underlying causes of the failure to meet the Performance Benchmark (which underlying causes are the “Performance Problem”);

(b) prepare a report which identifies and addresses the Performance Problem and deliver it to IM within 10 working days or earlier, as may be decided by IM; and

(c) on being required by IM take whatever action is reasonably necessary to minimise the impact of the Performance Problem and immediately take that action;

(d) correct the Performance Problem and from then on meet the Performance Standards.

The aforesaid does not restrict the right of IM to impose repeated Performance Deductions till the failure on part of the Concessionaire is rectified.

8.3 Continued Breach of Performance Standards

8.3.1 In the event that the Concessionaire fails to meet the Performance Standards due to which Performance Adjustment exceeds 25% of the CYF for any two consecutive months or 15% of the CYF in any four immediately preceding twelve months period, IM may issue a notice to that effect specifying the breach and direct the Concessionaire to cure the breach.

8.3.2 Where the Concessionaire has failed to cure the breach within the Cure Period of 30 days, DoT shall, without prejudice to any of its other rights and/or remedies under this Agreement, be entitled to issue the Termination Notice for Concessionaire’s Event of Default and in addition may request any other Person to take over the Project, however, such request shall be in terms of the Substitution Agreement.

8.3.3 The Concessionaire shall be deemed to be in Material Breach of the Performance Standards, if DoT/IM acting reasonably and in accordance with the provisions of this Agreement has determined that:

(a) the quality of the services has deteriorated to a level which is below the acceptance level prescribed by the Performance Standards;

(b) there has been a serious or persistent failure to adhere to safety requirements or Performance Standards.

8.3.4 Upon occurrence of a Material Breach of the Performance Standards, DoT shall be entitled, without prejudice to and notwithstanding any other consequences provided
therefor under this Agreement, to terminate the Concession Agreement in accordance with Article 17.

8.4 Review of Performance Standards

8.4.1 The Parties and IM must meet periodically and at least annually to review the Performance Standards (subject to not impacting on financial implications) and in good faith, negotiate adjustments, deletions or additions that are appropriate to ensure that the Performance Standards are appropriate to measure the Concessionaire’s performance in line with Good Industry Practice. The following rules apply to the reviews undertaken under this clause:-

(a) Nothing in this clause requires DoT/IM to negotiate on or agree to adjustments to reflect diminished/changed performance capability.

(b) If, by 31st March in any year, the Parties have not agreed on Performance Standards applicable, the Performance Standards for the previous year shall be adhered to by the Concessionaire.

8.4.2 Changes in Performance Standards by IM

IM, with the prior written approval of DoT, may change the Performance Standards either in general or in a particular case in case it is considered necessary to achieve the overall objectives set out in clause 2.3 either to maximize utilization of regular passenger services or to achieve efficiency of resources allocated to regular passenger services.

8.4.3 Changes in Monitoring of Performance Standards

In the event IM is unable to monitor all or any part of the Concessionaire’s performance in accordance with this Agreement, it shall submit a report to DoT. On satisfying itself the DoT with the assistance of IM may ask the Concessionaire to negotiate in good faith any changes that may be required to this Agreement provided that the IM shall:

(a) take all reasonable steps to overcome, avoid or minimise the effect of not being able to monitor all or part the Services; and

(b) notify the Concessionaire as soon as reasonably practicable of the reasons why all or part of the performance cannot be monitored.

PERFORMANCE SECURITY Article 9

9.1 The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to DoT, simultaneously with the execution of this Agreement, a bank guarantee from a nationalized bank or any scheduled bank
authorised by RBI to undertake government transactions and acceptable to **DoT**, in the form as set forth in Schedule 7, (hereinafter referred to as "**Performance Security**") for a sum of Rs. _________ Crore (Rupees _________ Crores only) i.e. 3% of the Estimated Cost of Bus as per Clause 5.1(h) (ii) multiplied by number of buses as provided in Table 1 of Part III of RFQP document. The Performance Security is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations hereunder.

**9.2** This Performance Security shall be kept valid for a period of 18 (Eighteen months) from the Appointed Date. Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to adjustment of amounts due to DoT, if any, from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.

**9.3** Any change in status of the Concessionaire shall not affect the continuance of the Performance Security.

**9.4** DoT may claim the amount of Performance Security in a single demand or in more than one demand from the Bank. If not paid, then it shall subsist as a liability on the Concessionaire till the complete payment of the amount specified in the Performance Security is made.

**9.5** Where the Performance Security has been invoked in part or full under the terms of this Agreement, provided the Agreement has not been terminated, the Concessionaire undertakes to forthwith furnish a top up guarantee or replenish the Performance Guarantee in the manner such that the aggregate value of the performance guarantees equals the original value.

**9.6** DoT, at its sole discretion, may assign the benefits under the Performance Security subject to obtaining the written permission of the issuing bank. Such assignment by DoT may be made in favour of any entity/ person such as Lenders.

**9.7** The Concessionaire shall, one (1) month prior to the expiry of the Bank Guarantee as contained in clauses 9.1 and 9.2, submit a Performance Security equal the amount calculated in Clause 9.1 above in the form of a bank guarantee, in accordance with the proforma provided, for continued performance and operation of Stage Carriage Services in accordance with this Concession Agreement. This bank guarantee shall be kept valid for a period of two (2) years and shall be renewed one (1) month prior to expiry of the said bank guarantee, for an additional period of every two years till the end of Concession.

**9.8** Any deduction for Performance Adjustment required to be made under this Concession Agreement, as per Schedule 3 or otherwise, shall be made in the following manner:
(a) deductions against payment to be made to the Concessionaire.

(b) if (a) exceeds the payment to be made then the excess amount shall be deducted from the Performance Security as specified under clause 9.7.

| 9.9   | Performance Security shall be valid for a period of sixty (60) days beyond the scheduled completion of Concession Period. |
10.1 The Concessionaire shall, subject to and in accordance with the terms of this Agreement, achieve the Project Milestones set out in Schedule 6. Upon achieving COD, the Concessionaire shall seek the issuance of a certification in respect thereof.

10.2 In exceptional circumstances, on the written request from the Concessionaire for extension of End Dates together with adequate justification thereof, DoT may consider such request, and where appropriate, permit suitable extension up to One Hundred and Eighty (180) days, and which may be further extended for good and sufficient reasons by another Ninety (90) days and, if considered necessary, by a further period not exceeding Ninety (90) days. DoT shall, consult and will consider the recommendation provided by IM, before accepting or rejecting any request for extension by the Concessionaire. In the event Concessionaire is not able to achieve COD within such extended period, it shall be deemed a Concessionaire Event of Default.

10.3 In case, such extension is permitted by DoT/IM, the revised dates for Project Milestones shall be treated as scheduled End Date/s.

10.4 Upon readiness of completion of respective Project Milestone, the Concessionaire shall request the issue of Project Milestone Certificate in respect thereof. DoT/IM shall, upon verification of the relevant documentation and site visits, if any, and in any case within five (5) days, cause the issuance of the relevant Project Milestone Certificate.

10.5 For any delay in achieving the Project Milestones date/s, the Concessionaire shall pay to the DoT, compensation (hereinafter referred as “Liquidated Damages”) to be calculated in the following manner for:

Project Milestone No.1:
(a) delay upto thirty (30) days, from the scheduled End Date, @ Rupees one lakh only (Rs. 1,00,000/-) per day, and
(b) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees two lakhs only (Rs. 2,00,000/-) per day.

Project Milestone No.2:
(a) delay upto thirty (30) days, from the scheduled End Date, @ Rupees two thousand five hundred (Rs. 2,500/-) per day per Stage Carriage, and
(b) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees five thousand only (Rs. 5,000/-) per day per Stage Carriage.

Project Milestone No.3 :
(a) delay upto thirty (30) days, from the scheduled End Date, @ Rupees two thousand five hundred (Rs. 2,500/- ) per day per Stage Carriage, and

(b) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees five thousand only (Rs. 5,000/- ) per day per Stage Carriage

Provided that the total amount of Liquidated Damages for any delay in achieving the aforesaid Project Milestones date/s shall be limited to the amount of Performance Security.

Notwithstanding the above, in the event of delay beyond 60 days for any of the Project Milestones date/s, the DoT shall be entitled to terminate this Agreement in accordance with the provisions of Clause 17.1.1 (2) of this Agreement. In such scenario, DoT reserves the right, without prejudice to any other rights, which it may be entitled to under this Agreement, to appropriate all or part of Performance Guarantee so furnished by the Concessionaire.

10.6 Change in End Dates by DoT

In specific circumstances, DoT may change the commencement of services beyond the stipulated time by a maximum of twelve (12) months, in such circumstances, commencement date for Stage Carriage Services operations may be required to be adjusted by the Concessionaire. The Concessionaire shall be paid CYF for such period to meet the commitments already made by the Concessionaire, upon written request by Concessionaire, in terms of Capital Charges and Manpower & Overheads Charge (Refer Schedule 5), provided the Concessionaire was given at least three (3) months advance notice from the proposed End Date of Project Milestone No. 3. End Date/s shall be revised to reflect the aforesaid.
FINANCING ARRANGEMENTS

Article 11

11.1 The Concessionaire shall at its cost, expenses and risk make such financing arrangement as would be necessary to implement the Project and to ensure the procurement, construction, operation, maintenance and management of the Project and all of its other obligations under this Agreement, in a timely manner.

11.2 The Concessionaire shall, upon the execution of any loan/ debt financing agreement in relation to the financing of the Project and no later than 15 days thereof, submit to IM one set each of such debt financing documents along with a summary sheet containing the key terms thereof.

11.3 The Concessionaire shall, upon the execution of any equity financing agreement in relation to the financing of the Project and no later than 15 days thereof, submit to IM one set each of such equity financing documents along with a summary sheet containing the key terms thereof.

11.4 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire shall ensure that it has obtained effective legally binding commitments towards meeting the debt and equity financing requirements of the Project (“Financial Close”) within a period not exceeding three (3) months from the Appointed Date and any extension thereof specifically agreed upon by IM based on reasonable request of the Concessionaire. If the Concessionaire fails to achieve Financial Close within the aforesaid period, it shall be deemed a Concessionaire Event of Default.

11.5 Notwithstanding anything to the contrary contained in this Agreement, if the Financial Close does not occur within the time period specified in the preceding clause and any extension thereof, all rights, privileges, claims and entitlements, if any, of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by and to have ceased with the concurrence of the Concessionaire, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

11.6 Upon Termination of this Agreement under Clause 11.5, DoT shall be entitled to appropriate the Performance Security in terms of Event of Default set out in Clause 17.1.1 (1).

11.7 Rights of Lenders

(a) Upon request by the Concessionaire, DoT hereby agrees to enter into Substitution Agreement with the lender’s to the Project. The format of such Substitution Agreement is set out in Schedule 4.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that:
(i) upon the Lenders recalling and demanding the debt outstanding under the Financing Documents (following an event of default under the Financing Documents), or

(ii) upon a Termination Notice being issued by DoT,

the Lenders shall, without prejudice to any other remedy available to them, have the option to propose to DoT the substitution of the Concessionaire by another suitable company (“Proposed Concessionaire”). Any such proposal shall contain in sufficient detail all the relevant information about the Proposed Concessionaire and the terms and conditions of the substitution.

(c) Upon receipt of the Lenders’ proposal pursuant to the preceding sub-clause 11.7(a), DoT shall, at its discretion, have the right to accept substitution of the Concessionaire on such terms and conditions as it may deem fit.

Provided that any such substitution shall:

(i) be on terms and conditions of the Concession which are not less favourable to DoT than those prevailing at the time of substitution, and

(ii) be for the remaining period of Concession only.

(d) In the event of substitution as aforesaid, all the rights, privileges and the benefits of the Concessionaire shall be deemed to have been transferred to and vested in the Proposed Concessionaire and DoT and the Proposed Concessionaire shall take such steps and enter into such documents as may be necessary to give effect to the substitution, which has been substantially set out in Schedule 4.
EMPLOYEE BENEFITS, HEALTH, WELFARE AND SAFETY

Article 12

12.1 General

12.1 The Concessionaire is responsible for ensuring that Employees, including the Drivers:

(i) have necessary qualifications, competence, skills, experience and license/permits, wherever applicable including but not limited to the relevant provisions of the Motor Vehicle Act, 1988;
(ii) have good knowledge of routes, timetable, ticketing systems and other relevant systems;
(iii) are in sound physical and mental health;
(iv) are courteous and helpful to passengers and other road users;
(v) do not discriminate against any passengers;
(vi) wear relevant badges, identity cards; and
(vii) wear uniform, that conforms with the job requirements and specifications prescribed under Applicable Laws, Applicable Clearances or Approvals and Permit conditions, if any.

12.2 Occupational Health, Welfare and Safety

The Concessionaire shall:

(a) provide and maintain throughout the Term a safe and healthy work environment for all Concessionaire’s Staff;
(b) make sure that all Concessionaire’s staff engage in safe work practices at all times;
(c) maintain plant, equipment, approved vehicles and Depot in a safe condition;
(d) make sure that all Concessionaire’s staff are aware of and comply with any changes to relevant legislation or policy in relation to occupational health, welfare and safety;
(e) provide occupational health, welfare and safety training to Concessionaire’s staff in accordance with the requirements of labour and welfare laws; and
(f) develop and maintain a management system which reports, investigates and responds appropriately to any hazard, incident or issue relating to occupational health, welfare and safety,

in relation to providing services set out in this Agreement.
SAFETY AND SECURITY

Article 13

13.1 Without limiting any other obligation imposed under this Agreement, the Concessionaire shall take all necessary steps to ensure safety, security and well-being of all persons including:

(a) members of the public;

(b) passengers boarding, travelling on and alighting from the vehicles used in operating the Services;

(c) all employees, agents and contractors of DoT and IM whilst on or visiting any of the Concessionaire's vehicles or premises used in the provision of the Stage Carriage Services for any purpose in connection with this Agreement; and

(d) other road users.

Further, the Concessionaire shall:

(a) promptly report to DoT and IM or other relevant authority any circumstance or thing that may compromise the safety and security of passengers or other members of the public and is known or ought reasonably to be known to the Concessionaire;

(b) cooperate with members of the police or any other law enforcement agency; and

(c) provide the police or any other law enforcement agency with any information, access or other form of assistance reasonably required for the safety and security of passengers or the good management of the public transport system in Delhi.

13.2 The Concessionaire must provide, within three months of Appointed Date, a Safety and Security Plan, comprising but not limited to:

(a) Risk management plan
(b) General security plan, which provides general details of how the safety of the public, passengers and drivers and charging personnel will be ensured.
(c) Preventative security plan,
(d) Incident management/emergency response plan
(e) Business continuity and recovery plan

Once the Safety and Security Plan has been accepted by DoT, the Concessionaire must ensure that the Safety and Security Plan is continually reviewed and updated during the tenure of this Agreement.
FARE COLLECTION SYSTEM

Article 14

14.1 DoT’s Right to Use

The Concessionaire hereby agrees to provide all support to DoT, IM or its appointed agents the right to use necessary infrastructure belonging to the Concessionaire for the purpose of implementing FCS at all times during the subsistence of this Agreement.

14.2 Concessionaire’s use

The Concessionaire must ensure that all passengers use the FCS in terms of the guidelines provided for cooperation between Concessionaire and DoT, IM or its agents.

14.3 Maintenance

The Concessionaire must cooperate with the DoT, FCS provider in all respects to ensure that the FCS is properly maintained and functioning at all times. Where necessary provide its vehicle towards inspection, maintenance, data loading/uploading.

Further necessary staff of DoT, IM, FCS Agent, their agents and representatives such as ticket collector, ticket checker, conductor or such persons shall be carried on board, at no extra cost. The Concessionaire shall also provide full cooperation in terms of instructions of the ticket issuer/collector, conductor, ticket inspector including halt/stoppage of Stage Carriage for conducting necessary inspections.
**INSURANCE**  

**Article 15**

15.1 The Concessionaire shall, throughout the Concession Period, at its cost and expense, take out and maintain by due re-instatement or otherwise all the necessary insurances up to such maximum sums as may be required under and in accordance with the Applicable laws and such insurance as the Concessionaire reasonably considers necessary or desirable in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurance as may be necessary for mitigating the risks that may devolve on DoT/IM as a consequence of any act of omission by the Concessionaire during the Concession Period.

15.2 The Concessionaire shall submit to IM within thirty (30) days of obtaining such insurance cover, proof of all insurance obtained by the Concessionaire in accordance with this Article.

(a) The Concessionaire shall furnish to IM copies of certificates of insurance, copies of insurance policies signed by an authorised representative of the insurer and copies of all premium payment receipts in respect of such insurance received from each insurance carrier, and such insurance shall not be cancelled, changed or not renewed until the expiration of at least 45 (forty five) days after written notice of such cancellation change of renewal has been received from IM. The evidence that the insurances described in this Article have been effected, and

i. Copies of the insurance policies

ii. When insurance premium is paid, the Concessionaire shall submit proof of payment to IM.

iii. The Concessionaire shall comply with the conditions stipulated in each of the insurance policies.

iv. If the Concessionaire fails to effect and keep in force any of the insurances required under the Agreement, or fails to provide satisfactory evidence, policies and receipts in accordance with this Article, the same shall be treated as Concessionaire’s Event of Default.

v. Nothing in this Article shall limit the obligations, liabilities or responsibilities of the Concessionaire under the other terms of the Agreement or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Concessionaire.

(b) All insurance policies supplied by the Concessionaire shall include a waiver of any right of subrogation of the insurers thereunder against inter alia, DoT/IM and its assigns, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set off or counter claim or any other deduction, whether
by attachment or otherwise, in respect of any liability of any such person insured any such policy.

(c) The Concessionaire hereby further releases assigns and waives any and all rights of recovery against, inter alia, DoT and IM and its affiliates, subsidiaries, employees, successors, permitted 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.

(d) The proceeds from all insurance claims shall be applied by the Concessionaire towards meeting his obligations under the Agreement.
FORCE MAJEURE

Article 16

16.1 Force Majeure Event

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

16.2 Non Political Force Majeure Events

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

(a) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Concession premises) or landslide;

(b) Radioactive contamination or ionizing radiation;

(c) Strikes or boycotts (other than those involving the Concessionaire, Concessionaires or their respective employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the public for a period exceeding a continuous period of Thirty (30) days,

(d) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings for reasons other than failure of the Concessionaire to comply with any Applicable Law or Applicable Clearances or Approvals or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by DoT;

(e) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion which prevents or restricts the performance by the Concessionaire of its obligations under this Agreement for a period exceeding a continuous period of Thirty (30) days;
industry wide or State wide or India wide strikes or industrial action which prevent the Concessionaire from providing the services under the Concession Agreement for a period exceeding a continuous period of Thirty (30) days;

Any event or circumstance of a nature analogous to any of the foregoing.

16.3 Indirect Political Force Majeure Events

For purpose of this Clause, Indirect political Event shall mean an act of war (whether declared or undeclared), invasion, armed conflict or an act of foreign enemy, blockade, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents the Concessionaire from operating the Stage Carriage Services for a period exceeding a continuous period of seven (7) days in a year.

16.4 Political Force Majeure Events

For purposes of Clause, Political Event shall mean one or more of the following acts or events by or on account GOI, DoT or any other Governmental Agency:

(a) Change in Law, only when provisions of this Agreement cannot be applied;

(b) Expropriation or compulsory acquisition by any Governmental Agency of the entire Scheme.

16.5 Notice of Force Majeure Event

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

(a) The nature and extent of the Force Majeure Event.

(b) The estimated Force Majeure Period.

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

(d) the measures which the Concessionaire has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and

(e) Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
16.6 Performance of Obligations

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

(a) Due notice of the Force Majeure Event has been given to other parties as required by the preceding clauses

(b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;

(c) the affected party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Concession as a result of the Force Majeure Event and to restore the Concession in accordance with the principles of law and its relative obligations under this Agreement;

(d) when the affected party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;

(e) the affected party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;

(f) any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to amongst other parties.

16.7 Termination due to Force Majeure Event

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

(b) Notwithstanding anything contained in this Agreement, on determination of Total Loss or if a Force Majeure Event subsists for a period exceeding 180 days either Party shall be entitled to terminate this Agreement by a notice in writing in respect thereof.
Following the issue of notice to terminate this Agreement, as provided for in this Article, the Concessionaire shall promptly take all such steps as may be necessary or required to handover the assets and other facilities given by DoT/IM to the Concessionaire subject to other provisions of this Agreement.

16.8 **Termination Payment for a Force Majeure Event**

16.8.1 Upon Termination of this Agreement pursuant to Clause 16.7, Termination Payment to the Concessionaire shall be made in accordance with the following:

(a) If the Termination is on account of a Non Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to 90% (ninety per cent) of the Debt Due and the entire Subordinated Debt less due insurance claims, if any. Provided that in the event some insurance claims are not admitted, then 90% (ninety per cent) of such claims shall qualify for being included in the computation of Debt Due.

(b) If the Termination is on account of an Indirect Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to:

i.) Debt Due, less due insurance claims, if any. Provided, however, that if all or any of the insurance claims are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall qualify for being included in the computation of Debt Due, plus

ii.) the outstanding Subordinated Debt, plus

iii.) 110% (one hundred ten per cent) of the Equity (subscribed in cash and actually spent on the project) if such Termination occurs at

(c) If the Termination of this Agreement is on account of a Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to:

(i) Debt Due, plus

(ii) 120% (one hundred twenty per cent) of the Subordinated Debt plus

(iii) 150% (one hundred fifty per cent) of the Equity (subscribed in cash and actually spent on the project) the if such Termination occurs at
any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year, and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and half per cent) per annum.

16.8.2 Save and except as expressly provided in this Article, neither of the parties hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any other Force Majeure Event.
17.1 Termination for the Concessionaire Event of Default.

17.1.1 Concessionaire Event of Default

The following events shall constitute an event of default by the Concessionaire (a “Concessionaire Event of Default”) unless such Concessionaire Event of Default has occurred as a result of DoT Event of Default or a Force Majeure Event;

(1) The Concessionaire fails to achieve Financial Close in accordance with the provisions of Article 11;

(2) The Concessionaire fails to achieve any Project Milestone within the period set forth in Schedule 6 or during any extended period as provided in Clause 10.2;

(3) At any time during the Concession Period, the Concessionaire fails to adhere to the Equipment Specifications or has failed to meet Performance Standards in terms of Clause 8.2 and 8.3 and has failed to remedy the same within 30 days;

(4) The Concessionaire is in Material Breach of this Agreement;

(5) The Concessionaire commits default in complying with any of the terms and conditions of this Agreement, save and except those defaults in respect of which Cure Period has been expressly provided in this Agreement and fails to remedy or rectify the same within the period provided in a notice in this behalf from DoT which shall:

(a) require the Concessionaire to remedy the breach or breaches referred to in such notice within 1 (one) month (or such longer period as may be agreed by the DoT at its absolute discretion); or

(b) permit the Concessionaire to put forward within 15 days of such notice a reasonable programme for the remedying of the breach or breaches, such programme to specify in reasonable detail the manner in which such breach or breaches is or are proposed to be remedied and the latest date by which it is proposed that such breach or all such breaches shall be remedied.

(6) The Concessionaire creates any Encumbrance, charges or lien in favour of any person save and except as otherwise expressly permitted under Article 23;
(7) The shareholding of the Consortium Members falls below the minimum prescribed under Clause 7.2.3 (e) and the Concessionaire does not suo moto cure such default within 90 (ninety) days of its occurrence;

(8) The transfer, pursuant to law of either (a) the rights and/or obligations of the Concessionaire or (b) all or material part of the assets or undertaking of the Concessionaire except where such transfer in the reasonable opinion of DoT does not affect the ability of the Concessionaire to perform, and the Concessionaire has the financial and technical capability to perform, its material obligations;

(9) A resolution is passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;

(10) The Concessionaire is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Concessionaire or for any of its property that has a material bearing on the Project;

(11) Any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and provided that:

   (a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement; and

   (b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Concessionaire as at the Financial Close.

(12) An event of default of the Concessionaire under any of the Financing Documents has occurred or any of the Senior Lenders has recalled its loan under any of the Financing Documents;

(13) The Concessionaire abandons the operations of the Project for more than 15 (fifteen) consecutive days without the prior consent of DoT, provided that the Concessionaire shall be deemed not to have abandoned such operation if such abandonment was (i) as a result of Force Majeure Event and is only for
the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations by DoT.

(14) The Concessionaire repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;

(15) The Concessionaire suffers an execution being levied on any of its assets/equipment causing a Material Adverse Effect on the Project and allows it to be continued for a period of 15 (fifteen) days;

(16) The Concessionaire is using the GNCTD Infrastructure Facilities for any purposes other than as provided in this Agreement;

(17) Any representation made or any warranty provided by the Concessionaire under this Agreement or the proposal is found to be false or misleading;

17.1.2 Save and except as otherwise provided in Clause 17.2, and without prejudice to any other right or remedy which DoT may have in respect thereof under this Agreement, upon a report from IM or otherwise about the occurrence of any breach or default by the Concessionaire under this Agreement including any Concessionaire Event of Default, DoT shall be entitled to terminate this Agreement by a communication in writing (the “Termination Notice”) to the Concessionaire if the Concessionaire has failed to cure such breach or default within the period provided for the same in this Agreement provided that before issuing the Termination Notice, DoT shall by a notice in writing inform the Concessionaire of its intention to issue the Termination Notice (the “Preliminary Notice”) and grant 15 (fifteen) days time to the Concessionaire to make its representation, if any, against such intended Termination Notice and shall after the expiry of said 15 (fifteen) day period whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

17.1.3 DoT shall, if there be Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 17.1.2 to inform the Lenders and grant 15 (fifteen) days to the Lenders, for notifying their intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event DoT receives such notice from the Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such notice or exercise its right of Suspension, as the case may be, for enabling the Lenders to exercise their right of substitution in accordance with the Substitution Agreement.

Provided that the Lenders’ Representative may, instead of exercising the Lenders right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, DoT shall withdraw its notice referred to above and restore all the rights of the Concessionaire.
Provided further that upon written request from the Lenders and the Concessionaire, DoT may extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as DoT may deem appropriate.

17.1.4 Subject to Clause 17.2, the following shall apply in respect of cure of any of the defaults and/or breaches of this Agreement.

(i) The Cure Period shall commence from the date on which a notice in writing is delivered by DoT to the Concessionaire asking the latter to cure the breach or default specified in such notice.

(ii) The Cure Period provided in this Agreement shall not relieve the Concessionaire from liability for Damages caused by its breach or default;

(iii) The Cure Period shall not in any way be extended by any period of suspension under this Agreement;

(iv) If the cure of any breach by the Concessionaire requires any reasonable action by Concessionaire that must be approved by DoT or IM hereunder the applicable Cure Period (and any liability of the Concessionaire for damages incurred) shall be extended by the period taken by DoT or IM to accord their required approval.

17.2 Notwithstanding anything to the contrary contained in this Agreement, in the event of the Concessionaire being in default under any of the provisions hereof expressly providing for Termination under or in accordance with this Clause 17.2, DoT shall be entitled to terminate this Agreement forthwith by issuing a Termination Notice to the Concessionaire and upon issue of such Termination Notice by DoT this Agreement shall stand terminated forthwith. Provided, however, that prior to such Termination, DoT shall by notice grant to the Concessionaire a Cure Period upto one (1) month for curing the relevant breach or default of the provisions of this Agreement.

17.3 Upon Termination by DoT on account of occurrence of Concessionaire Event of Default after COD, DoT shall pay to the Concessionaire by way of Termination Payment an amount equal to 90% (ninety per cent) of the Debt Due less insurance claims, if any, provided, however, that if all or any of the insurance claims are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall qualify for being included in the computation of Debt Due. Performance Security and Subsidy Bank Guarantee of the Concessionaire shall be forfeited upon Termination by DoT on account of occurrence of Concessionaire Event of Default after COD.

17.4 Termination for DoT Event of Default
17.4.1 The Concessionaire may after giving 90 (ninety) days notice in writing to DoT terminate this Agreement upon the occurrence and continuation of any of the following events (each a “DoT Event of Default”), unless any such DoT Event of Default has occurred as a result of Concessionaire Event of Default or due to a Force Majeure Event.

(1) DoT is in breach of this Agreement and such breach has a Material Adverse Effect on the Concessionaire and DoT has failed to cure such breach or take effective steps for curing such breach within 90 (ninety) days of receipt of notice in this behalf from the Concessionaire;
(2) DoT repudiates this Agreement or otherwise evidences an irrevocable intention not to be bound by this Agreement;
(3) GoI or GNCTD or any Governmental Agency have by an act of commission or omission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Concessionaire and have failed to cure the same within 90 (ninety) days of receipt of notice by DoT in this behalf from the Concessionaire;
(4) DoT has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect;
(5) DoT has failed to execute the Substitution Agreement in accordance with this Agreement or having executed the same is in breach of any of its obligations thereunder and such breach has not been cured within 30 days from the date of written notice thereof given by the Concessionaire.
(6) Any representation made or warranties given by DoT under this Agreement has been found to be false or misleading.

17.4.2 Upon Termination by the Concessionaire on account of DoT Event of Default, the Concessionaire shall be entitled to receive from DoT by way of Termination Payment a sum equal to:

(i) Debt Due, plus
(ii) 120% (one hundred twenty percent) of the total Subordinated Debt, plus
(iii) 150% (one hundred fifty per cent) of the Equity (subscribed in cash and actually spent on the Project, if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and a half per cent) per annum.

17.5 Upon Termination of this Agreement for any reason whatsoever, DoT shall:

(a) take possession and control of Project forthwith;
(b) take possession and control forthwith of any vehicles, equipments, materials, office space, implements, stores etc. on or about the Project;

(c) restrain the Concessionaire and any person claiming through or under the Concessionaire from use of GNCTD Infrastructure Facilities;

(d) substitute the Concessionaire for the Project with/without inviting fresh bids for the Project;

(e) subject to the provisions of the Substitution Agreement, enter into a Concession Agreement with any Person on such terms and conditions as it may deem fit.

(f) succeed upon election by DoT without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire as DoT may in its discretion deem appropriate and shall upon such election be required to compensate such contractors only for compensation accruing and becoming due and payable to them from and after the date DoT elects to succeed to the interests of the Concessionaire as aforesaid. All sums claimed by such Contractors as being due and owing for work and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors and DoT shall in no way or manner be liable or responsible for such sums.

17.6 Termination Payments

The Termination Payment pursuant to this Agreement shall become due and payable to the Concessionaire by DoT within thirty (30) days of a demand being made by the Concessionaire with the necessary particulars duly certified by the Statutory Auditors. If DoT fails to disburse the full Termination Payment within 30 (thirty) days, the amount remaining unpaid shall be disbursed along with interest at the rate of RBI’s bank rate plus two per cent for the period of delay on such amount.

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 either 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 either Party under this Agreement, including without limitation Termination Payments and Divestment procedures, shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

17.7 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of
Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

17.8 Suspension upon Concessionaire Default

17.8.1 In specific circumstances in public interest, upon occurrence of a Concessionaire Default, the DoT shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Concessionaire under this Agreement and (ii) exercise such rights itself or authorise any other person to exercise the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the DoT to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the DoT shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

17.8.2 DoT to act on behalf of Concessionaire

(a) The DoT shall be entitled to withdrawals from the Designated Account for meeting the costs incurred by it for remedying and rectifying the cause of Suspension.

(b) During the period of Suspension hereunder, all assets and liabilities in relation to the Project shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the DoT for discharging the obligations of the Concessionaire under and in accordance with this Agreement, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes' to indemnify the DoT for all costs incurred during such period. The Concessionaire hereby licenses and sub-licenses respectively, the DoT or any other person authorised by it under Clause 17.8.1 to use during Suspension, all intellectual property belonging to or licensed to the Concessionaire in terms of Schedule 8.

17.8.3 Revocation of Suspension

(a) In the event that the DoT shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.
Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 90 (ninety) days from the date of Suspension, the DoT shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

17.8.4 Substitution of Concessionaire

At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the DoT shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause 17.8.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

17.8.5 Termination

(a) At any time during the period of Suspension under this Article 17.8.1, the Concessionaire may by notice require the DoT to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 17.8.4, the DoT shall terminate this Agreement under and in accordance with Article 17.

(b) Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 17.8.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the DoT upon occurrence of a Concessionaire Default.

17.9 Miscellaneous

On termination of this Agreement, DoT or IM shall not be liable to the Concessionaire for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with such termination.
18.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants that:

It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;

(b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transaction 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 Concession;

(e) This Agreement constitutes its legal, valid and binding obligation 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 waives any immunity in any jurisdiction in respect hereof;

(g) It has no knowledge of any violation of default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any governmental agency which may result in any Material Adverse Effect or impairment of the Concessionaire’s ability to perform its obligations and duties under this Agreement;

(h) There are no actions, suits, proceedings or investigations pending or to the 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 constitute Concessionaire’s Default or which individually or in the aggregate may result in Material Adverse Effect.

(i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
(j) No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession.

(k) 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 Concession and the information provided by DoT, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder, such examination/review having included but not limited to the following:

The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DoT/IM shall not be liable for the same in any manner whatsoever to the Concessionaire.

(l) the ____________________ (Consortium including all members thereof) / (Name of the Successful Bidder if not a Consortium) shall comply with requirements set out in Clause 7.2.3(e) of this Agreement;

(m) ____________________ (name of Successful Bidder / the Consortium Members) have the financial standing and resource to fund the required equity share capital of the Concessionaire and to raise the debt necessary for undertaking and implementing the Project.

(n) The existing shareholding of the promoters/Consortium Members in the Consortium is in accordance with requirements set forth in Article 7.2.3(e) and conforms to the representations made by the Consortium Members at the time of LOA;

(o) the information submitted in the Proposal and updated as on or before the issue of LOA is true and accurate as on the date of this Agreement; there has been no change in the control of any Consortium Member whose technical and/or financial capacity was taken into consideration for the purposes of short listing and prequalification for the submission of the Proposal pursuant to the RFQP as on date of this Agreement;

(p) the ______________ (Consortium including all members thereof) / (Name of the Successful Bidder if not a Consortium):

(i) met at the time of submission of Proposal and continues to meet the pre-qualification conditions to be eligible for the award of LOA and for the Concessionaire to enter into this Agreement;

(ii) has not made any material misrepresentation in the Proposal or any of the submissions made thereafter or in this Agreement;
(iii) has no conflict of interest which affected in any way the Bidding Process (as defined in the “RFQP”); and

(iv) has not engaged in before or after the submission of Proposal or at any time thereafter and will not engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

and for the purposes hereof the expression “corrupt practice”, “coercive practice”, “undesirable practice” and “restrictive practice” shall have the meaning ascribed thereto in the RFQP; and

(q) __________________-- (each Consortium Member) (Name of the Successful Bidder) is only organized and validly existing under the laws of the jurisdiction of its incorporation and has requested and agreed with the Transport Department, DoT pursuant to the LOA to enter into this Agreement with the Concessionaire and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement.

18.2 Representations and Warranties of DoT

DoT represents and warrants that:

(a) DoT has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) That it has the right to grant the Concession and has also complied with all the Rules and Regulation under the Motor Vehicles Act, 1988 to enter into this Agreement,

(c) That it shall appoint a suitable agency, to act on its behalf, as integrated Mechanism to control, manage and regulate the Concession for Operation of Stage Carriage Services in Delhi. DoT represents and warrants to the Concessionaire that DoT has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(d) This Agreement constitute its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) DoT is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any sovereign immunity in any jurisdiction in regard to matters set forth in this Agreement; and

(f) DoT shall simultaneously make all efforts towards creating necessary infrastructure to manage the Scheme since the specific Cluster is part of the overall Scheme of DoT.

18.3 Obligation to notify change
In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

**19.1 Project Facilities Ownership**

(a) Without prejudice and subject to the Concession, the ownership of the GNCTD Infrastructure Facilities shall at all times rest with DoT/ concerned government agency.

(b) Without prejudice and subject to the Concession, the ownership of assets belonging to the Concessionaire and used for the Project, shall remain with the Concessionaire.

(c) However, in case of Event of Default leading to Termination, the ownership of Concessionaire Assets shall suomotu vest with DoT from Termination Date and the Concessionaire shall be obliged to complete all legal formalities to enable such transfer in the name of DoT/ Person nominated by DoT.

**19.2 Obligations of Parties**

(a) **Concessionaire’s Obligations**

(i) The Concessionaire shall on the date of Expiry by efflux of time or Termination, as the case may be, hand back vacant and peaceful possession of the GNCTD Infrastructure Facilities to DoT / concerned government agency free of cost and in good operable condition.

(ii) Atleast 2 months before the expected Expiry or within one week of issue of Termination Notice, a joint inspection of the GNCTD Infrastructure Facilities shall be undertaken by DoT, Concessionaire and IM. DoT and IM shall, within 15 days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs (“GNCTD Infrastructure Facilities Handback Requirements”), if any, to be carried out so as to conform to the Good Industry Practices and acceptable conditions subject to normal wear and tear. The Concessionaire shall promptly undertake and complete such works/jobs at least one month prior to the expected date of Expiry or Date of Termination and ensure that the GNCTD Infrastructure Facilities continue to meet such requirements until the same are handed back to DoT/ concerned government agency.

(iii) DoT/ IM shall, within 15 days of the joint inspection undertaken under preceding clause (i) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to DoT in terms of Clause 19.1(a) and 19.1(c) as applicable.

(iv) The Concessionaire hereby acknowledges DoT’s rights specified in Clause 17.1 & 17.4 enforceable against it upon Termination and its corresponding
obligations arising therefrom. The Concessionaire undertakes to comply with and discharge promptly all such obligations.

(b) **DoT’s Obligations**

DoT shall, subject to DoT’s right to deduct amounts towards;

(i) carrying out works/jobs listed under Clause 19.2(a)(ii), which have not been carried out by the Concessionaire,

(ii) purchase of items, which have not been handed back to DoT or assets belonging to the Concessionaire and used for the Project in terms of Clause 19.2(a)(iii), and

(iii) any outstanding dues, which may have accrued in respect of the GNCTD Infrastructure Facilities.

### INDEMNITY AND LIABILITY

**Article 20**

**20.1 General Indemnity**

(a) The Concessionaire will indemnify, defend and hold DoT/ IM harmless against any and all proceedings, actions and, third party claims (other than a claim by DoT/ IM or GOI for loss, damage and expense of whatever kind and nature arising out of the Concession contract of any of its obligations under this Agreement except to the extent that any such claim has arisen due to DoT Event of Default).

(b) DoT will, indemnify, defend and hold harmless the Concessionaire against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of defect in title and/or the rights of DoT or IM adversely affecting the performance of the Concessionaire’s obligations under this Agreement and/or arising out of acts done in discharge of their lawful functions by DoT or IM its Officers, servants, agents, subsidiaries and contractors (“DoT/ IM Indemnified Persons”) including DoT Events of Default except to the extent that any such claim has arisen due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the Concessionaire, its Subsidiaries, affiliates, Contractors, servants or agents including due to Concessionaire Event of Default.

**20.2** Without limiting the generality of Clause 20.1 the Concessionaire shall fully indemnify, save harmless and defend DoT and IM including its officers, servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Clearances or Approvals, (b) payments of taxes relating to the Concessionaire contractors, suppliers and representatives, income or other taxes required to be paid by the Concessionaire without reimbursement.
hereunder, or (c) non-payment of amounts due as a result of materials or services provided to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its agents.

20.3 Without limiting the generality of the provisions of this Article, the Concessionaire shall fully indemnify, save harmless and defend the DoT and IM from and against any and all damages which the DoT and/or IM 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 Concessionaire’s agents in performing the Concessionaire’s obligations or in any way incorporated in or related to the Scheme. 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 Scheme, 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 DoT and/or IM a license, at no cost to DoT and/or IM authorizing 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.

20.4 In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Article it shall notify the other Party (“Indemnifying Party”) within 7 days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct the proceedings in the name of the Indemnified Party subject the Indemnified Party being secured against any costs involved to its reasonable satisfaction.

20.5 Defense of Claims

(a) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this Article, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding liabilities,
payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.

(b) If the Indemnifying Party has exercised its rights under Clause 20.4 the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) If the Indemnifying Party exercises its rights under Clause 20.4 then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless:

(i) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

(ii) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or

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

(iv) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

   iv.a that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or

   iv.b that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement.

provided that if clauses (ii), (iii) or (iv) shall be applicable, counsel for the Indemnified Party shall have the right to direct the defense of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.
21.1 The Concessionaire shall be solely responsible for all the personnel including drivers and other employees working under the Concession which are employed directly or engaged by the Concessionaire through any other agency. Further, the Concessionaire shall also be solely responsible for the statutory payments in respect of the labour laws to the drivers and other personnel working under the Concession. The Concessionaire while appointing the personnel will specifically inform the personnel that on being appointed for the purpose of Concession, cannot claim any right or privileges as employees of DoT/IM. Neither DoT nor IM shall be responsible for any liability of the Concessionaire towards the statutory payments to the personnel working under them. The Concessionaire shall hold IM harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violation of personnel practices.
DISPUTE RESOLUTION MECHANISM

22.1 Amicable Settlement

(a) If any dispute or difference or claims of any kind arises between the DoT and the Concessionaire 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, 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.

22.1 Assistance of Expert

(a) The Parties may, in appropriate cases agree to refer the matter to an expert appointed by them with mutual consent (“Expert”). The cost of obtaining the service of the Expert shall be shared equally.

22.2 Arbitration

(a) Arbitrators

Failing amicable settlement and/or settlement with the assistance of Expert appointed by the Parties by mutual consent, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. DoT shall appoint the ‘Sole Arbitrator’ within 30 (thirty) days of invocation of the arbitration.

(b) Place of Arbitration

The place of arbitration shall be Delhi.

(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) Procedure

The procedure to be followed within the arbitration, including appointment of arbitrator, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.
(e) **Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

(f) **Fees and Expenses**

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

(g) **Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
ASSIGNMENT, CHARGES AND SUB-CONTRACTING Article 23

23.1 The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of DoT.

The aforesaid shall not apply to:

(i) liens/encumbrances 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/ moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;

(iii) assignment of Concessionaire’s rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

23.2 The Concessionaire shall not create nor permit to subsist any Encumbrance over the GNCTD Infrastructure Facilities.

23.3 Lenders of the Concessionaire may exercise the right of step in or substitute another person but the sole discretion to do so rests with DoT.

23.4 The Concessionaire shall not sub-contract all or any part of the Project without the prior written consent of DoT. For any sub-contracting activity, prior approval of DoT or IM shall be required to be obtained by the Concessionaire, which may be refused or granted subject to such conditions as DoT deems fit.

23.5 Where the Concessionaire sub-contracts, a part of the Project to any Person, the Concessionaire shall:

(a) ensure that such Person is obliged to comply with all of the obligations and duties of the Concessionaire under this Agreement insofar as they relate to part of the Project which that sub-contractor is required to provide;

(b) be responsible for payments to that Person; and

(c) remain solely responsible and liable to the DoT for any breach of the Agreement or any performance, non-performance, part-performance or delay in performance of any of the services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Concessionaire.

23.6 This Concession Agreement is personal to the Concessionaire who shall not assign, novate or otherwise dispose in whole or in part of its rights hereunder nor assign, sub-contract or otherwise delegate in whole or in part any of its obligations hereunder without the prior written consent of DoT. For the avoidance of doubt a disposal shall
be deemed to include but not be limited to any reorganisation of the Concessionaire which would affect the Concessionaire’s ability to perform any of its obligations under this Concession Agreement including without limitation any reorganisation which affects the resources, technical competence and/or financial standing (or the technical and financial resources available) to enable the Concessionaire to perform its obligations.
MISCELLANEOUS

Article 24

24.1 Information

(a) The Concessionaire acknowledges that DoT:

(i) is subject to The Right to Information Act 2005 (“RTI Act”) and agrees to assist and cooperate with DoT to enable DoT to comply with its obligations under the RTI; and

(ii) may be obliged under the RTI Act to disclose information without consulting or obtaining consent from the Concessionaire.

(iii) Without prejudice to the generality of this Clause, the Concessionaire shall and procure that its sub-contractors (if any) shall:

- transfer to the Concessionaire each information request relevant to the Project; and

- in relation to information held by the Concessionaire on behalf of the DoT, provide DoT with details about and/or copies of all such information that DoT requests and such details and/or copies shall be provided within 5 Business Days of a request from DoT (or such other period as the DoT may reasonably specify), and in such form as the DoT may reasonably specify.

(b) Subject to 24.1 (a), Each Party will keep confidential:

(i) the terms of this Agreement; and

(ii) any and all Confidential Information that it may acquire in relation to the other party.

(c) Neither Party will use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement. Each Party will ensure that its officers and employees comply with the provisions of Clause 24.1.

(d) The obligations on a Party set out in Clause 24.1 (b) will not apply to any Confidential Information which:

(i) either of the Parties can demonstrate is in the public domain; or

(ii) a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.

(e) The provisions of this Clause 24.1 will survive any termination of this Agreement for a period of 5 years from termination.
24.2 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof, carry interest at State Bank of India – Prime Lending Rate plus 2% per annum (a rate at which the bank ordinarily lends money to its best corporate customers) from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this clause shall neither be deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

24.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India subject to Article 22, the Courts at Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

24.4 Waiver

(a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

(i) shall not operate or be 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 authorised representative of such Party; and

(iii) shall not affect the validity or enforceability of this Agreement in any manner.

(b) 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 hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.
24.5 Survival

Termination of this Agreement:

(a) shall not relieve the Concessionaire or DoT of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

24.6 Amendments

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

24.7 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, courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to DoT

Secretary and Commissioner, Transport
Government of National Capital Territory of Delhi
5/9, Under Hill Road
Delhi 110054
Fax No. 011-23933069

If to the Concessionaire
__________________________________
__________________________________
__________________________________
Fax No. __________________________

Or such address 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 courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such telex number or facsimile number.

24.8 Severability

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

24.9 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties.

24.10 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings, which are in any way relevant to this Agreement shall be in writing and in English language. However, where-ever required, based on DoT guidelines/ instructions, necessary documentation shall be required to be prepared in Hindi, also.

24.11 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.

24.12 Counterparts

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

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.
SIGNÉE, STAŁO ODCZYTAŃNIE

For and on behalf of DoT By

__________________________ (Signature)
__________________________ (Name)
__________________________ (Designation)

In the presence of:

1.
__________________________ (Signature)
__________________________ (Name)
__________________________ (Address)

2.
__________________________ (Signature)
__________________________ (Name)
__________________________ (Designation)
__________________________ (Address)
### Cluster Operations Detail

<table>
<thead>
<tr>
<th>Schedule 1</th>
</tr>
</thead>
</table>

#### 1.0

The scheduling of bus services varies according to the days of week and the time of the day. Each trip has a starting time & location and a destination time & location.

#### 2.0

The following are objectives of the scheduling plan:

- (a) Integration of the Bus Time Table with other modes of existing and proposed public transport
- (b) The Unified Time schedule for both DTC and the Concessionaire
- (c) Reducing service overlaps
- (d) The minimization of layover and dead running
- (e) Time sequence feasibility of trips
- (f) The provision of bus service at regular intervals.

#### 3.0

The schedule may be reviewed after an initial period of bus operation with a view to improve service delivery and fleet utilization.

#### 3.1

**The Scheduling Plan**

Currently, The Concessionaire shall prepare a duty chart for employees classified as a ‘Motor Transport Worker’ as per the conditions of ‘Motor Transport Workers Act, 1961’.

#### 3.2

**Night Services**

The service is proposed to be planned in such a way that the buses will be available on each route from early morning to late at night. DoT may also operate “Night Bus Services” on selected routes, as per public demand.

Route details and the time table will be provided to the Concessionaire by the IM.

#### 3.3

**Special Schedules**

Special Schedules for specific occasions such as Public Holidays and festivals like Holi, Diwali, Rakshabandhan etc. will be prepared from time to time with a view to meet additional traffic demand and the Concessionaire needs to comply with the notified schedules.
3.4 Effective Operational Days

UTT is prepared for weekdays, weekends and Public Holidays. The total number of weekdays is 309, and the total number of weekends and public holidays is 56 days. Weekends & Public Holidays include Sundays (52 Days) and four public holidays – Independence Day, Republic Day, Gandhi Jyanti and Holi.
1.0 Introduction

1.1 Stage Carriage buses shall conform to the Specifications set out in this Schedule. The minimum Technical Specifications have been set out for following types of Stage Carriages:

**Low Floor Fully Built AC CNG Propelled Standard Size (12Metre) Buses.**

1.2 The word “bus” shall mean the Stage Carriage to be used for the Project.

1.3 The word “bus” shall also mean a bus operating on Compressed Natural Gas (CNG) suitable for operations in city conditions.

1.4 The Bidder shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations).

1.5 The word “Bus” wherever it has been used in the specification (Schedule-2) means the “Compressed Natural Gas (CNG) Bus”. The bus shall meet all applicable Central Motor Vehicles Rules, 1989 (hereinafter referred to as “CMVR”), norms for safety and emissions applicable on the date of manufacture and Bus Code AIS 052 and any revisions thereof [hereinafter called Bus Code].

1.6 The bus design shall be energy efficient, environmentally friendly, safe and secured for transportation of passengers besides the following main attributes amongst others:

i) Passenger comfort
ii) Ergonomically designed driver’s work area
iii) Ease of repair and maintenance
iv) Aesthetically designed interiors and exteriors
v) Ease of boarding and alighting for all passengers
vi) Safety, reliability & durability
vii) Fuel Efficient

1.7 Where there is conflict between the requirement as per any applicable law in force and the requirement emanating from these specifications whichever of these two is of superior/ higher standard shall prevail. Also, any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the contract.

1.8 Source of Data:

BIS Standards are available from Bureau of Indian Standard, Manak Bhawan,

2.0 General Design Features

2.1 The full forward control CNG city bus shall have right hand drive design and be fitted with engine at the rear of the bus. The bus shall be designed and manufactured in accordance with the specifications & AIS-052: Code of Practice for Bus Body Design & Approval [Bus Code] amended up to date and AIS-153. The bus shall be designed to carry commuters including in the city area with ease of boarding and alighting especially for ladies, children & senior citizens and Persons with Disabilities (PWDs). The bus design shall be suitable for daily operation of 16 to 20 hours in city service with peak loading of over 100 passengers [@68 Kgs + 7 Kgs=75 Kgs each], average traveling speed of about 20 Kms per hour with starts/stops after every 200 to 300 m. To take care of the peak over load of about 20% the bus has to have buffer Horse Power to pull this load comfortably over a gradient of 17%, for which the Tyre rating should be such that it meets the requirement of peak hour loading.

2.2 The bus design shall be eco-friendly, energy efficient, safe, and comfortable with exhaust emissions maintained at specified levels [Bharat Stage VI or Euro-VI subject to meeting additional requirement, if any of any further standards as imposed by law & further improved standard as applicable on the date of manufacture]. Bus and complete aggregates shall comply with the rules and regulation with respect to safety and emission notified and mandated time to time by the government and applicable at the time of the delivery and the registration of the buses. To ensure compliance, type approval certificate from the approved test agency under CMVR will be necessary for the complete bus for the applicable rules, regulation and specifications laid herein.

2.3 Ambient Conditions: The bus must be having proven design suitably modified to the climatic & operational conditions, infrastructure and road conditions in Delhi. Typical operating conditions could be temperatures of approximately 0º to 50ºC, humidity level from 5% to 100%, and altitude up to 300 m. Concessionaire is strongly advised to ensure that buses are able to meet the severe temperature, water, humidity, height from mean sea level, rain fall conditions of Delhi during operation.

2.4 The bus design should be such as to meet all statutory requirements applicable for the city of Delhi in all respects. Further, the bus structure should meet the requirements of structural strength, stability, deflection, vibration, etc. amongst others for at least the following main loads:

- Static loads
- Dynamic loads
- Single wheel bump loads
- Double wheel bump loads
- Braking and acceleration loads
- Speed Breakers, road bumps & pits, induced loads

2.5 The bus design and the buses shall meet all the statutory requirements besides the one prescribed herein and type approval certificate of compliance from the approved test agency for the complete bus as per specifications laid herein/in CMVR will have to be produced.

2.6 The material used in the construction of buses shall be as per Bureau of Indian Standards (BIS)/ Automotive Industry Standards (AIS) specifications. In absence of above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred/ followed.

2.7 The bus shall be designed and manufactured with all applicable fire safety and exhaust emission regulations for CNG buses including piping location, location of rubber hoses, location of exhaust, location of catalytic converter, prescribed upholstery material, fire retardant cables, connectors etc. These provisions shall include the use of fire retardant/low exhaust material, fire detection systems, firewalls, and facilities for passenger evacuation (doors, windows and escape hatches) as per statutory requirements in addition of the Bus Code. Flammability requirements shall comply with IS 15061.

2.8 The bus design will meet all statutory requirements besides the one prescribed herein, CMVR and type approval certificate of compliance for the complete bus from the approved test agency will have to be produced at the time of submitting the prototype. The bus shall be designed with respect to its body and different aggregates/ systems/ sub systems to operate in city service for 12 years or 10,00,000 km whichever is earlier.

2.9 **FIRE SAFETY:** The bus shall be designed and manufactured with all applicable fire safety regulations under CMVR/ Bus Code for safety of CNG buses including piping location and layout, location of rubber hose, location of exhaust, sealing from CNG gas entering passenger compartment in case of leakage, catalytic converter location, prescribed upholstery material, fire retardant cable, connectors etc. These provisions shall also include the use of fire-retardant material, CNG leakage detection system, fire detection system, escape of gases in case of any leakage, fire walls and facility for passenger evacuation [doors, windows and escape hatches] as per statutory requirements besides Bus Code. Flammability requirements shall comply with IS 15061 as specified in CMVR.
3.0 **Engine**

3.1 Compressed Natural Gas (CNG) fuelled engine with electronic ignition system capable of delivering adequate horse power to obtain desired performance in respect of defined acceleration levels and emission norms. The engine should have adequate horsepower not only to propel the bus but also to operate all other auxiliary devices fitted to the bus, if any, efficiently. As the bus is required for operation in city services, engine should be capable of delivery adequate horse power at lower RPM levels with a high torque over a larger RPM range particularly on the lower side.

3.2 The engine and its accessories shall be easily replaceable. The engine mounting shall be such as to minimize transmission of vibrations to the bus structure specifically in the passenger area to meet NVH requirements.

3.3 The engine compartment shall be insulated to avoid transmission of heat and noise to the saloon area. The engine compartment shall include areas where the engine and exhaust systems are housed including the muffler. The engine compartments shall be separated by a bulkhead(s) that shall, by incorporation of fireproof materials preferably of ceramic fibre of minimum density of 128 kgs/ m$^3$ in its construction, be a firewall. This firewall shall preclude or retard propagation of an engine compartment fire into the passenger compartment. Only necessary openings shall be allowed in the firewall, and these shall be fireproofed. Wiring may pass through the bulkhead only if connectors or other means are provided to prevent or retard fire propagation through the firewall. Engine access panels in the firewall shall be fabricated of fireproof material and secured with fireproof fasteners.

3.4 The engine should be suitably designed to operate optimally under Delhi’s peak summer heat and dust.

3.5 For protection against fire risk in engine compartment, no flammable material or material liable to soak fuel, lubricant or any combustible material shall be used in the engine compartment unless the material is clad by an impermeable fireproof sheet. A partition of heat–resistant material shall be fitted between the engine compartment & any other source of heat.

3.6 Engine noise and emission levels must confirm to the Central Motor Vehicle Rules (CMVR)/AIS /any other Indian standards. In case of multiple norms, the most superior of these is to be adopted and as applicable for the city of Delhi.

3.7 The mounting of pipe/outlet for discharge of Exhaust gases and waste heat shall be as per CMVR. The entire exhaust system shall be adequately shielded to prevent heat damage to any bus component. The exhaust outlet shall be designed to minimize rain or high-pressure washing system water ingress from entering into the exhaust pipe and causing damage to the catalyst.

3.8 The engine shall be equipped with an electronically controlled management system and 24-volt battery electrical systems. Full electronic management of engine shall include on-board diagnostic and driver alerts for crucial
parameters for Fuel system, Engine Lubrication system, Engine coolant system, Engine performance, Emission control system diagnostic details message (engine specific). The bus should have suitable audio and / or visual indication for the driver to be displayed at the dashboard to recognize the malfunctioning of (a) Speed limiting device (b) Emission control/Catalytic Convertor / after-treatment devices (c) any other systems that is crucial for safe functioning of the vehicle..

3.9 Additional important performance requirements as per urban bus specification are as given in the table below

Table 1: Some of the salient technical requirements of AC bus

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Parameter Description</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Engine Power to GVW</td>
<td>As per AIS:153 subject to meeting design requirements on peak load</td>
</tr>
<tr>
<td>2</td>
<td>Acceleration</td>
<td>As per AIS:153 or ≥ 0.8 m/sec/sec minimum at adequate Horse Power, whichever is superior</td>
</tr>
<tr>
<td>3</td>
<td>Speed 0 – 30 Kmph</td>
<td>As per AIS:153 or ≤ 10.5 sec maximum, whichever is superior</td>
</tr>
<tr>
<td>4</td>
<td>Gradability (stand-start)</td>
<td>17% minimum</td>
</tr>
<tr>
<td>5</td>
<td>Maximum Speed at full load (GVW) (without Speed Limiter)</td>
<td>70 Kmph</td>
</tr>
<tr>
<td>6</td>
<td>Torque</td>
<td>650 Nm (Minimum)</td>
</tr>
</tbody>
</table>

3.10 **Speed Limiting Device**

Maximum speed of bus will be limited to 40km/hr or as prescribed in the city of Delhi through engine management system at the time of manufacturing stage itself. Any amendment thereto should only be possible by the vehicle manufacturer at the written instructions of the Transport Department of the state concerned. Type approval certificate from ICAT/ARAI / or any other test agency specified in CMV Rule 126 will be necessary for proper functioning of the speed limiting device as per AIS 018/2001 or latest. An audio-visual signal shall be provided for on dashboard/instrument panel when the system performs speed limiting function. The malfunctioning of the system shall also be signaled suitably at dashboard instrumentation.

4.0 **Cooling System**

Heavy-duty radiator and other subsystems of cooling system should be capable of efficiently dissipating heat from the CNG engine system. It shall be easy for filling and level checking of coolant.
5.0 Transmission System

5.1 Multi speed Automatic transmission system shall be provided with gross input power, gross input torque & related speed compatible with engine and typical city bus driving application (speed, acceleration and tractive force required). The transmission shall automatically shift into neutral when vehicle is made stationary by applying service brakes. Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission). An interlock to prevent the movement of bus when service doors are in open position shall be provided.

5.2 The propulsion system and drive train shall provide power to enable the bus to meet the defined acceleration, top speed and sustained gradability requirements, and operate all propulsion driven accessories. In addition to Starting gradability as per AIS 003, the sustained gradability shall be assured wherein vehicle loaded at GVW.

6.0 Suspension

6.1 The bus shall be fitted with air bellow suspension at front and rear. The suspension system shall be fitted with shock absorbers, suitable for trouble free operation and jerk free comfortable ride in existing road conditions of Delhi. The air suspension should be adequately protected from engine/ exhaust pipe heat etc for minimizing ageing effect on the air bellows.

6.2 The full air suspension system both at front & rear shall be with stabilizer bar and kneeling arrangement of minimum 60 mm at front & rear left side severally and/ or simultaneously. The reference point of measurement of kneeling shall be the centre line of exit & entrance at bus floor level under unladen conditions.

7.0 Steering

Hydraulic power assisted recirculating ball type steering shall be provided.

8.0 Braking System

8.1 The braking system shall be full pneumatic type dual circuit having four-way protection valve, auto slack adjuster with non-asbestos brake lining. The friction material shall be non-asbestos type having temperature and wear characteristics suitable for Intensive City operation. The braking system shall be fitted with air dryer and oil/ water separator system. The buses shall also be provided with hand operated pneumatic flick valve type parking brakes at rear wheels. The air pressure line shall be treated for corrosion resistance.

8.2 In the event of failure of the engine and/ or loss of air in the system, adequate provision shall be made for obtaining effectiveness of service brake system and/ or for de-activating the spring actuated brakes.
8.3. The bus shall be fitted with Anti-Lock Braking System conforming to IS: 11852:2003 as per G.S.R. 389(E) dated 9.06.2014 as per latest requirement of CMVR.

8.4. An additional provision for parking brakes is also to be provided to prevent auto application of parking brakes due to loss of pressure in the main line.

9.0 Wheels and Tyres

9.1 Low floor Bus shall be fitted with tyres of size 11R22.5 or equivalent size, minimum 16 PR steel radial tubeless tyres conforming to AIS-044 Part I with wheel rims of corresponding size conforming to AIS/ BIS: 10694 (part 3)-1991 or latest.

9.2 Suitable guards conforming to the relevant AIS standard as prescribed in CMVR shall be provided as spray suppressors as well as for protection against small stones hurled from tyres.

10.0 Axles

The bus shall be driven by Heavy duty axle at the rear with adequate capacity to take care of maximum GVW & crush loading expected during life span of the bus. Transfer of gear noise to the bus interior shall be minimized. The drive shaft, if provided, shall be guarded to prevent it striking the floor of the coach or the ground in the event of a tube or universal joint failure. For ease of locating jack during changing of tyres (both front and rear) axle area where jack is to rested shall be distinctively marked with yellow – black strips.

11.0 CNG Cylinders and Their Mountings

11.1 The cylinders shall conform to BIS and shall be duly approved by Department of explosive (PESO) and fulfil all other statutory requirements.

11.2 The mountings, pipelines, other accessories/gadgets required in the CNG system shall be as per applicable Indian standards prescribed under CMVR. All safety requirements as per Indian standards/ rules/ regulations related to CNG cylinders, CNG system, sub system, accessories and components shall be met. The CNG cylinders fitted in the bus shall have certificates of approval from Chief Controller of Explosives (Ccoe), Government of India.

11.3 The CNG system shall be incorporated with a suitable ignition kill system, which would prevent ignition at the time of filling CNG cylinders. All the materials used in the bus design including CNG system items design shall be flame-retarding type. The CNG inlet/filling system for the bus shall be accessible only from exterior of the bus & shall be properly located on the
right-hand side (Driver side) of the bus at a convenient safe level with appropriate flap size with lock in side panel and other safety gadgets fitted suitably. The CNG pressure gauge shall be behind the CNG filling receptacle for easy viewing of gas pressure through flap. A cost effective and durable gas leakage detection and Audio-visual alarm system shall be provided to detect gas leakage and potential unsafe conditions in the cylinder mounting area and engine area to alert the driver to take appropriate action in the event of leakage of CNG in the system. Suitable gas escape system and fire mitigation/suppression system shall be provided in engine compartment for CNG leakage, if any.

11.4 The entire CNG system accessories, components, piping joints etc. be located, routed and encased in a manner as to prevent ingress of natural gas inside the bus. The entire system shall be properly ventilated to prevent fire hazard due to accumulation/entrapping of gas. The system design should facilitate ease of repair and maintenance.

11.5 The cylinders shall be fitted in such a manner that the punched number i.e. serial number, name of the manufacturer etc. be visible clearly when fitted in the buses.

11.6 All CNG system items shall conform to the relevant CMVR/C COE, Government of India/BIS/AIS 024 & 028 and other applicable standards for the Project Area.

11.7 The no. of cylinders and its volume capacity shall be adequate for the minimum range of 300 km. between refills

12.0 Protection Against Fire Risk

12.1 CNG Cylinders shall be properly mounted with protection against fire hazards in the bus. Mounting arrangement of the CNG cylinders shall be type approved by the authorized Testing Agency.

12.2 CNG FUEL FEED SYSTEM: CNG Fuel lines and all other parts of CNG fuel feed system shall be accommodated in the vehicle where they have the optimum protection and easy access.

12.3 To avoid any possibility of spark, wiring harness shall be so routed that it would not cross CNG joints. Gas, air and electrical lines must be separated out with no jumbling/intermixing in the engine compartment.

12.4 In order to prevent leakage from coolant pipe fitted between the Compressor & Engine block and consequent damage to HT cables, all such pipelines shall be metallic single braided pipes having adjustable jubilee clips or equivalent in these CNG buses.
12.5 Safety base plate/shield guard made out of suitable MS Sheet shall be provided below the CNG receptacle valve & its pipelines to safeguard the CNG filling system from any stone or flying objects etc.

12.6 All wires shall be routed away from heat zone areas and shall be properly fitted in fire retardant sleeves adequately shielded from heat. Also, these wires shall be prevented from sharp edges and grommets shall be used wherever unavoidable.

12.7 All CNG pipes other than metallic shall be as per AIS 024 and AIS 028 and preferably heavy duty metallic braided pipes. Pipes shall be isolated from excessive heat zone and electrical braided pipes.

13.0 Under frame & Structure

13.1. The under frame and super structure shall be suitably designed to carry dense crush load of over 100 passengers (assuming an average weight of 68+7=75 kgs. per passenger) including sitting and standees, CNG cylinders, bus tare weight, etc. Moreover, the structure shall be designed to withstand the transit service condition of operation during its life span.

13.2. The bus shall be as defined in Bus Code with the super structure fabricated using steel tubing (ERW – Rectangular / Square Sections) conforming to BIS 4923-1985 or latest, of grade Yst –240.

13.3. The comprehensive multi-stage anti-rust treatment by way of hot phosphating/galvanizing shall be provided to bus flooring, sides, roof, under-structure, as per BIS 3618 Class-A2/ Galvanizing of MS Structural Members as per IS:277-2003 120 GSM coating for resistance to corrosion or deterioration from atmospheric conditions & road salts so as to enable them & frame to last for at least 12 years or 10,00,000 km whichever is earlier. The samples of all materials & connections shall withstand two weeks (336 hours) Salt Spray test in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%. The details of treatment along with certificate shall be provided with relevant specification to meet the service life of minimum 12 years or 10,00,000 km whichever is earlier. The system of corrosion prevention of the internal surfaces of structural tubing shall be provided and details of the same be given in the offered documents.

13.4. After anti corrosive treatment, structural members shall be coated with red oxide/Zinc Chromate primer & superior quality black paint.

13.5. The front and rear structure design shall be energy absorption type to reduce impact stresses into under frame/ side structures/ other areas of the vehicle. The damaged area of the vehicle should be easily repairable and/ or replaceable in the event of major damage.
13.6. The entire surface of bus under floor and sides exposed to ground shall be covered with appropriate corrosion prevention & flame retardant paint coating for protection against harmful effects of water, mud etc and to retard flames, if any.

13.7. MIG welding shall be used for steel structural member’s fabrication.

13.8. Sufficient clearance & air circulation shall be provided around the tyres, wheels & brakes to preclude over-heating when the bus is operating.

13.9. All the structural members shall be MIG welded with suitable gussets/brackets of adequate size & thickness be provided on floor, side, front, rear & roof structure to ensure structure rigidity & integrity.

13.10. Under floor to sidewalls shall be sealed to prevent dust ingress.

14.0 Panelling

14.1 The bus exterior side panels shall be fitted with stretched GI sheet at waist level. The exterior front-end panelling shall be of steel sheet. Roof shall be of Al sheet. Rear shall be of GI sheet. Skirt panelling shall be of aluminium sheet having thickness of minimum 1.5 mm. Adequate treatment be also provided to avoid any incidence of galvanic corrosion between dissimilar metals. Panels shall not have any waviness & shall be so mounted as to present smart aesthetic exteriors. The exterior front-end paneling and Rear paneling of Fibre Reinforced Polymer (FRP), 3 layer, 450 gsm, with equivalent performance will also be acceptable.

14.2. Anti-drumming compound or High Pressure Laminate (HPS) shall be applied on inner side (enclosed surfaces) of entire paneling.

14.3. Roof structure shall be thermally insulated with flame retardant Polyurethane or glass wool of minimum 40 kgs/m3 density. The bidder shall provide specifications/ BIS standards for the aforesaid insulating material.

14.4. Rain gutters shall be provided to prevent water flowing from the roof onto the passenger doors, driver’s side window, and exterior mirrors. When the bus is decelerated, the gutters shall not drain onto the windshield, or driver’s side window, or into the door boarding area. Cross sections of the gutters shall be adequate for proper operation.

14.5. All interior panelling shall be of Acrylonitrile Butadiene Styrene (ABS) conforming to relevant National or International Standards. Interior panels shall be attached in such a way so that there are no exposed unfinished or rough edges or rough surfaces. Panels & fasteners shall not be easily removable by passengers.

14.6. The skirt panel shall be openable fitted with stainless steel piano type hinges (heavy duty), to be fitted at the rub rail for the ease of maintenance purpose.
However, the fixed skirt panel may not be in openable position like at wheel arches. The openable skirt panels shall be bolted at skirt level.

15.0 Paints

15.1. All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. The Polyurethane (PU) painting conforming to BIS: 13213-1991 or latest shall be used for exteriors painting of the bus including interiors wherever required. Colour shade shall match to the shades as per BIS: 5-1978 or latest. In case of Matt black paint the same shall be tested as per IS: 13213-1991 or latest except the gloss value should be upto 30 units.

15.2. All exterior surfaces shall be smooth & free of wrinkles & dents. Finished painted surface of the bus should be free from the following imperfections:

   a. Blisters or bubbles appearing in the topcoat film.
   b. Chips, scratches, or gouges of the surface finish.
   c. Cracks in the paint film.
   d. Craters where paint failed to cover due to surface contamination.
   e. Overspray.
   f. Peeling.
   g. Runs or sags from excessive flow and failure to adhere uniformly to the surface.
   h. Chemical stains and water spots.
   i. Dirt particles embedded in the paint.

16.0 Colour Schemes

Exterior, interior colour schemes and logo/ graphics to be applied will be as notified by Transport Department, Govt. of NCT of Delhi.

17.0 Service doors

17.1 Two service doors (Entrance & Exit) in 1200 mm wide clear aperture (without flaps) shall be fitted at front and middle nearside of the bus as per provisions of the AIS 052 (Bus Code) for Type I, DLX category. Door aperture without flaps shall be 1200 mm min., and fully opened clear door width shall be 1050 mm ± 50 mm with door height of 1900 mm min.

17.2 Front door shall be located ahead of front axle whereas rear door shall be positioned such that preferably rear edge of gate shall be at 1500 mm ahead of central line of rear axle or preferably front edge of gate 1500 mm behind central line of rear axle.

17.3 The entrance and exit doors shall be electro-pneumatically controlled / (suitably Automated) by the driver and/or the conductor with internal and external controls for emergency opening. In the event of an emergency, it shall
be possible to open the doors manually from inside the bus by using a force not more than about 10 Kg. after deactivating pneumatic controls of each door. All door components, latches, locks and door hinges shall be as per AIS 052 Bus Code

17.4 Safety provisions as mentioned in Bus code for automated Section 3.4 of AIS 052. Anti-pinch feature shall be provided so as to avoid trapping of passenger during closing of door. Additionally, actuation of automated door under normal conditions shall not be possible when Bus is in motion.

17.5 An audio-visual signal shall be provided at the service doors for the convenience of passengers that shall be effected during the door opening and closing cycle and for the entire duration of door in open condition.

17.6 All footsteps and exits (both service and emergency) shall be provided with anti-skid yellow nosing.

17.7 Service doors shall be provided with grab handles.

17.8 Manually operated sunken type wrap over ramp for wheel chair of Persons with Disability (PwD) shall be fitted preferably at front or central door on the floor for ease of supervision. The ramp shall have width of 900 mm min with anti-slip coating and load carrying capacity of 300 kg. min. Provision of anchoring of wheel chair shall be made suitably such that anchored wheel chair shall not create undue hindrance to free flow of movement of other fellow commuters. Suitable provisions shall be made for visually impaired commuters also necessary provisions to comply the requirements of Disabilities Act 1995.

17.9 Foot step lighting: Suitable lighting source shall be provided that shall get actuated upon switching on headlights and door opened condition. It shall provide adequate ground illumination next to service doors for the distance of 1000 mm from the edge of foot step.

18.0 Guard/ Guard Rails

Where seated passengers are likely to be thrown into service doors entrance/exit area as a result of heavy braking, suitable guard shall be provided. The guard height shall be minimum 800mm from the floor, and the guard shall extend inward from the wall at least 100mm more than the centre line of the seating position of the passengers who are prone to this risk. The guarding shall be as per the provisions of the Bus Code.

19.0 Windows

19.1 The window shall be single piece fixed glass type design. The toughened glass wherever used in the body shall be 4.8 mm to 5.3 mm thick. The size and shape of the glasses shall enable even the standees to have maximum outside
view without kneeling. The general requirements of windows shall be as per the provisions of bus code.

19.2 Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system.

19.3 The width and height of windows shall be as given in the Bus Code.

20.0 Emergency Exit

20.1 Emergency exits shall be provided in the bus as per the provisions of the Bus Code/ CMVR.

20.2 Total number emergency doors/ exit/ aperture shall be minimum two as per the Bus Code.

20.3 At least one emergency exit of size 1250 x 550 mm shall be provided on opposite side of the of the service door.

20.4 One escape roof hatch having inscribed area of 70 x 50 cm shall be provided as emergency exit.

20.5 The Bidder shall also provide one additional ejectable type window open from inside for emergency exit or one breakable window on right hand side in addition to minimum two numbers of emergency exits as per the Bus Code/ CMVR.

20.6 For emergency exit purpose, service doors equipped with power operated system shall be provided with mechanism to be readily operable by hand.

21.0 Floor

21.1 The floor level of bus shall be at a maximum height of 400 mm from the ground level in unladen condition. The floor shall be flat except wheel arches on which seats can be located. The floor slope shall not exceed 6%. Low floor area shall not be less than 50% of the total floor area.

21.2 Floor shall be constructed with minimum 12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2 gm/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board IS 710-1976/ latest and fire retardant as per IS 5509-2000 (IS 15061:2002). The floor shall be coated with Anti-skid material of 3 mm thick anti-skid type silicon grains ISO: 877/76 for colour, IS: 5509 for fire retardancy.
21.3 Provision for wheel chaired disabled person for easy ingress, locking the wheel chair during motion and easy egress shall be made.

22.0 Gangways

The gangway shall be as per the provisions of the AIS 052 Bus Code and would meet the statutory requirements. Minimum interior head room at the center line of gangway shall be 1900 mm min. as per Bus Code.

23.0 Handrails and Handholds

The Handrails and Handholds (Strap hangers) shall be provided as per provision of bus code. The surface of handrails & handholds shall be slip-resistant. Depending upon the size of the bay (i.e. between two consecutive roof hand rail brackets), minimum 2 to 4 numbers handholds per bay shall be provided so that every standee passenger is able to grab a hand hold. Hand holds shall comply with AIS 046.

24.0 Escape Hatch

In addition to emergency exits, at least one escape hatch will be fitted in the roof as per the bus code.

25.0 Stanchions

Vertical stanchions shall be so positioned to facilitate access to seats for those standing. The stanchions shall comply with UBS II spec with tubing with PVC sleeve or powder coated. Each stanchion shall be provided with buzzer switch at the height of 1200 mm (max.) for the convenience of passengers to announce their wish to alight the bus. The stanchion shall be provided as per provision of AIS-052 and AIS – 153.

26.0 Passenger Seats

24.1 26.1

24.2 The seats (design, spacing and sizing) and its anchorages shall comply AIS 052 Bus code specification for Semi DLX type and AIS 023. The passenger seats preferably should be front facing, (in case rear facing seats are provided, suitable head restraint complying applicable AIS standard.) comfortable, durable & maintenance free of ‘PP-LD’ (Polypropylene Low Density)/ LDPE moulded construction meeting the performance requirements of AIS 023 and other requirements as per the Bus Code. The PP-LD/LDPE moulded seat shall be appropriately fitted with moulded flame retardant Polyurethane (PU) cushion for seat & back rest as per Bus Code. The seats shall be upholstered with waterproof expanded vinyl coated fabric to match the seat & interior décor conforming to IS 8698 of Class-A, Grade-I, Type-A. Suitable integral type seat hand grab rails shall be provided, one on top of backrest & one at the back of backrest, for seated passengers. However, the seat pitch shall be as per
A hand rest shall be provided to the gangway side of passenger seats on isle side.

26.2 The seating lay out should be in 2x2 layouts meeting the bus code requirements.

27.0 Seat Belts and its Anchorages

Seat belts shall be provided for the seats as per the provisions of CMVR & the Bus Code. Seat, Seat belts and its anchorages shall conform to the requirements of AIS 023, AIS 005 and AIS 015. It is applicable for driver seat only.

28.0 Driver’s Work Area

28.1 A driver door of not less than 1600 mm height and 650 mm wide, with maximum space for sliding window using the material like glazing & glass as used in the other side window glasses, shall be provided for entry and exit to driver’s work area. The hand holds, steps and all other requirements of driver’s work area shall be as per the provisions of the AIS 052 Bus Code. The driver’s work area shall have a light to provide general illumination and it shall illuminate the half of the steering wheel nearest to the driver. Brake, Pedal angle shall be determined from a horizontal plane regardless of the slope of the cab floor. Specific attention shall be provided to this driver’s work area to provide pleasing and healthy working atmosphere / conditions, minimize work load and operational fatigue through automation and ergonomic design. The drivers cab shall be fitted with a 24V DC, 200 mm dia. fan mounted at proper height on side structure to provide adequate ventilation of minimum 20 air changes per hour of Driver’s work space. The colour of fan shall match the interior decor of the bus.

28.2 Driver’s seat- The Driver’s seat with head restraint shall meet the requirements of AIS 023. The seat shall be adjustable in all three axes with a provision of adjustment of Torso angle. The seat shall have pneumatic spring for ride comfort.

28.3 Driver partition- The Driver partition shall be provided as per the AIS 052 Bus Code. The partition glass shall be tinted to minimize the glare & reflection in the windscreen directly in front of the barrier from interior light during night operation.

28.4 Driver’s Barrier assembly - A Driver’s Barrier assembly of MS tubular construction with chrome plating shall be fitted in driver’s cab. The manually operated driver barrier assembly shall be provided before the front Exit door
for the protection of the passenger standing near the gate in the gangway of the
driver cab. The driver shall be able to operate the barrier assembly easily while
sitting.

29.0 **Dashboard Instrumentation and Control System**

29.1 The bus shall have aesthetically and ergonomically designed dash board and
instrument panels molded in suitable polymeric material. All the dashboard
controls and instrumentation system shall be as per the bus code. The bus shall
have dash board with full instrumentation panel containing meters and gauges
to indicate important parameters like air pressure in brake tanks, coolant
temperature, battery charging current, fuel level, side indicators, head lights,
hand brakes, engine oil pressure etc. In addition, warning lights for low engine
oil pressure, high cooling system temperature & low coolant level, low air
pressure and battery weak shall be provided at the driver’s dash board. There
should also be provision for inter lock between door exit/entry door open and
vehicle move moment i.e. vehicle should not move if any of the door is open.
The illumination of the self-lighted symbols shall be adequate to be easily seen
during day time ambient light in the driver’s compartment. All the symbols
and Tale tells on instrument panel shall be visible from the driver’s eye points
during seated position without excessive and unnatural neck movements.

30.0 **Rear-view Mirrors- Interior and Exterior**

Rear-view mirrors shall be provided on both sides of the bus to enable driver
to have clear side/rear views. One interior rear-view mirror shall also be fitted
for viewing passenger saloon area by the driver. Installation and performance
requirements of the rear-view mirrors shall conform to AIS 001 and AIS 002.
Additionally, front bumper-vision mirror shall be provided.

Reverse parking digital camera mounted on or near dash board. The system
shall comply with provisions of AIS 145 (Annexure 7). This indirect vision
system shall get activated upon engagement of reverse gear. It should give
audio warning on reaching the critical distance available for reverse parking.

31.0 **Sun Visor**

Adjustable sun visors shall be provided for the windshield & the driver’s side
window. Visors shall be shaped to minimize light leakage between the visors
& windshield. Visors adjustment shall be made easily by hand with positive
locking & releasing devices and shall not be subject to damage by overtightening. Sun visor construction & material shall be strong enough to resist
breakage during adjustment. Visors wherever deployed shall be effective in
the driver’s field of view at angles of more than 5° above horizontal.

32.0 **Electric Horn**
An electric horn conforming to BIS: 1884-1993 or latest and installation requirements conforming to AIS 014 shall be fitted in the bus.

33.0 Destination Boards and Public Information System

33.1 Alphanumeric Dual Display Technology Amber colour LED based electronic route display system in English and Hindi of high intensity illumination with automatic brightness control shall be installed at the front, rear and side of bus with GPS triggered next bus stop announcement in the bus and display on internal display board. Destination boards should comply with IS 16490 BIS standards and the certificate of compliance should be produced at the time of inspection of prototype from approved test agency under CMVR. Detailed compliance to specifications contained in IS 16490:2016 with latest Amendments--LED Destination Board System for Buses – Specifications has to be adhered to.

33.2 The compliance of regulatory standard as per AIS-052 (As applicable on date of manufacturer) --Code of Practice for Bus Body Design and Approval. Clause 2.2.15.3, Clause 2.2.25.1, shall be duly ensured.

34.0 Towing Device

The bus shall have provision of heavy-duty ring type towing devices in the front and rear bumpers area with load transfer to bus structural members. The capacity of each towing device shall be 1.2 times (minimum) the kerb weight of the bus within 30 degrees of the longitudinal axis of the bus.

35.0 Wind screen – Front and Rear

Windscreen glasses shall meet the requirements of BIS 2553: Part II-1992 or latest and that of CMVR and Bus code. The glazing used for fitment of glasses shall be Ethylene Propylene Dien Monomer (EPDM) rubber of black colour and appropriate adhesive material. Optionally windscreen may be pasted with suitable adhesive. The front windscreen shall be curved, single piece laminated safety glass and provided with demisting feature / system. Rear windscreen shall be single piece toughened flat or curved glass. For window and other glasses it shall be tinted and toughened safety glasses as per IS 2553 (Part-2)–1992/latest of 4.8-5.3 mm thickness and AIS 052 Bus Code. The windows shall be single piece fixed glass type design. Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system.

36.0 Wind Screen Wipers

The windscreen washing and wiping system shall be in accordance with CMVR/ IS: 7827 Part1, 2, 3 (section 1, 2) or latest.

37.0 Fire Extinguishers
Multipurpose dry powder type (Stored pressure), duly filled fire extinguishers conforming to BIS: 13849-1993 or latest, of capacity and quantity as per the provisions of AIS-052 notification of Government of India, shall be provided as per the Bus Code. Fire extinguishers shall be encased & fitted with proper reinforcement. The enclosure box shall have transparent breakable glass at front cover.

38.0 First Aid Kit

First aid kit complete with items, medicines, bandages etc. shall be provided as per the provisions of CMVR. The kit shall be fitted near driver seat at appropriate position.

39.0 Persons with Disabilities

The Persons with Disabilities (PWDs) system shall meet the requirements as given in AIS 052(Bus Code) and CMVR. Also, low floor bus should have accessibility to (PWDs) including a suitable wrap around type manually operated wheelchair stabilizing system along with disabled friendly access system at entrance door.

40.0 Bus dimensions

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Low floor Bus</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Overall length</td>
<td>As per CMVR with minimum 12000 mm</td>
</tr>
<tr>
<td>2</td>
<td>Overall width</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>3</td>
<td>Overall height</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>4</td>
<td>Wheel base</td>
<td>6100 with tolerance of -200 and + 400 mm</td>
</tr>
<tr>
<td>5</td>
<td>Ground clearances within the wheel base</td>
<td>Not less than 240 mm</td>
</tr>
<tr>
<td>6</td>
<td>Ground clearance at axle</td>
<td>Minimum 175 mm [ As per Urban Bus Specifications]</td>
</tr>
<tr>
<td>7</td>
<td>Floor height at service doors at curb weight</td>
<td>Not more than 400 mm</td>
</tr>
<tr>
<td>8</td>
<td>Front overhang</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>9</td>
<td>Rear overhang</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>10</td>
<td>Turning clearance radius</td>
<td>As per IS-9435 and IS-12222 As per CMVR</td>
</tr>
<tr>
<td>11</td>
<td>Ramp over angle</td>
<td>As per IS: 12218</td>
</tr>
<tr>
<td>12</td>
<td>Departure Angle</td>
<td>As per IS:12218</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Description</td>
<td>Low floor Bus</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>---------------</td>
</tr>
<tr>
<td>13</td>
<td>Approach angle</td>
<td>As per IS:12218</td>
</tr>
<tr>
<td>14</td>
<td>Seating capacity</td>
<td>2 x 2 with seating capacity of minimum 34 nos. (excluding driver) and space for one wheelchair with provision for seat belt, wheelchair anchorage No. of standee shall be declared by Vehicle manufacturer based on the floor space available for that purpose. Ref. Bus code AIS 052</td>
</tr>
<tr>
<td>15</td>
<td>Gross Vehicle Weight (GVW)</td>
<td>As per CMVR</td>
</tr>
</tbody>
</table>

### 41.0 Battery, Alternator, Self-starter

#### 41.1 The battery system shall be 24V, minimum 180 Amps-hour capacity, low maintenance type lead acid batteries. The batteries shall be well secured to a hinged/ pivoted or slide out type carrier for ease of access for repair & maintenance, replacement and suitably ventilated for escape of fumes but insulated against ingress of dust and moisture. Performance requirements of the batteries shall conform to BIS: 7372-1995 (or latest) / IS 14257 – 1995 (or latest).

#### 41.2 Battery terminals with positive locking system (e.g. angle type terminal with provision for double bolting) duly protected against all possible short circuit risk shall be provided.

#### 41.3 Each battery cable shall be covered with flame retardant corrugated flexible pipe and shall be properly encased & clamped.

#### 41.4 A Heavy-duty battery cut-off switch shall be provided near the driver seat on side paneling at appropriate level for disconnecting the power supply from the battery except for safety devices such as fire suppression system & other systems as specified. The battery cut-off switch with the power plant operating, shall not damage any components of the electrical system in off position. The battery cut-off switch shall be capable of carrying & interrupting the total circuit load.

#### 41.5 The bus shall have 24 Volt DC double pole wiring for all its electrical equipment except in unavoidable circumstances. A separate system/mechanism shall be provided for the discharge of electrostatic charge induced during the operation of vehicle. Appropriate precautions shall be taken in case
of single pole wiring to avoid spark in subassemblies such as self-starter, alternator etc.

41.6 An adequate capacity alternator of 24 Volt DC with consistent output to take care of high idling periods in city operation shall be provided.

41.7 A pre-engaged type 24 Volt DC Self-starter of adequate capacity with relay shall be fitted in the bus.

**42.0 Electrical equipment and wiring**

42.1 Electrical equipment and wiring shall be conforming to Indian Standards. All cabling shall be as per the provisions of the Bus code/CNG safety requirements as provided in CMVR. The wiring shall be flame proof, ISI marked conforming to BIS: 2465-1984 or latest. Wiring shall be grouped, numbered and/or colour coded. Wiring harnesses shall not contain wires of different voltage classes unless all wires within the harness are insulated for the highest voltage present in the wiring harness. Kinking, grounding at multiple points, stretching & exceeding minimum bend radius shall be prevented.

42.2 The wiring looms/ harness for vehicle system of the bus shall be properly routed, encased/concealed type and mounted to eliminate chances of any spark.

42.3 All electrical fittings and lights shall be fully wired up, running in flame retardant black colour PVC sleeves as per applicable Indian standards and installed in a manner to facilitate easy inspection/rectification/replacement. Wiring should be of multiplexing type with double insulation. The lay out and compliance to standards should be as prescribed in CMVR.

42.4 All electrical & electronics hardware shall be accessible & easily replaceable and mounted on an insulating panel to facilitate replacement. The mounting of the hardware shall not be used to provide the sole source ground and all hardware shall be isolated from potential EMI/RFI.

42.5 All electrical/electronic hardware mounted in the interior of the bus shall be inaccessible to passengers & hidden from view unless intended to be viewed.

42.6 All electrical/electronic hardware & its mountings shall comply with the shock & vibration requirements.
42.7 All branch circuits except battery to starting motor & battery to generator/alternator circuits shall be protected by circuit breakers or fuses sized to the requirements of the load. Circuit breakers or fuses shall be sized to a minimum of 15% larger than the total circuit load current. The current rating for the wire used for each circuit must exceed the size of the circuit protection being used.

42.8 To the extent practicable, wiring shall not be located in environmentally exposed locations under the vehicle. Wiring & electrical equipment necessarily located under the vehicle shall be insulated from water, heat, corrosion & mechanical damage. Where feasible front to rear electrical harnesses should be installed above the window line of the vehicle.

42.9 Two separate additional out-lets are to be provided with appropriate relays & fuses in wiring harness for fitment of electrical auxiliary devices/ systems to be added later on in the buses, if required.

42.10 Minimum two DC (Direct Current) out-let of 24V will be provided at suitable location for charging of electrical/electronic equipment like Mobile Phone, etc.

42.11 If any electronic components have internal clocks, they shall have their own battery back up to monitor time when main battery power is disconnected.

42.12 RF components such as global positioning system (GPS) etc. whenever provided shall use coaxial cable to carry the signal. The RF systems require special design consideration for losses along the cable. Connectors shall be minimized, since each connector & crimp has a loss, which will contribute to attenuation of the signal. Cabling should allow for the removal of antennas or attached electronics without removing the installed cable between them.

42.13 All electric / electronic systems shall have protection against reverse polarity. Certificate of compliance for reverse polarity to be furnished at the time of prototype approval.

43.0 Lights, Lighting and Light signalling Systems

43.1 Interior saloon lighting system shall have LED light panel providing minimum light intensity of 50 lux measured at seat level and mounted in two separate circuits in staggered formation for uniform lighting. Wiring should be of multiplexing type with double insulation and fire-retardant type. All lighting to be of LED type only.
43.2 Headlamps fully conforming to CMVR requirements including fitment of head levelling device with relay and side light etc. shall be suitably styled into front-end construction. All lighting and light signalling devices, its fitment and performance shall comply with requirements of CMVR and/or AIS 052 Bus Code.

43.3 White and Red height marker lights shall be fitted at both top side corners of the front and rear panel of the bus respectively.

43.4 Side Indicator, Brake, Reverse & parking light shall be fitted as per CMVR. Side markers shall be provided on both sides as per bus code/ AIS 008.

43.5 All the lights, their wattage and lighting systems shall conform to the requirements of Bus code, CMVR and other relevant AIS standards and shall be arranged aesthetically.

43.6 Lights shall be provided for illuminating exit/entrance door area. The lights for exit/entrance door areas shall be flushed as far as possible. Protrusions (if any) shall conform to relevant CMVR/ AIS Standards.

43.7 A well-lighted bus registration number plate shall be fitted at rear as per the provisions of CMVR.

43.8 All button and switches shall be labelled and located on a panel to the right as well as left side of the driver taking in to account convenience of operation and ergonomic. For emergency operation each door will have covered switch at suitable place both inside and outside the vehicle body.

43.9 A reverse buzzer shall be installed at the rear of the bus to sound intermittently when reverse gear is engaged.

43.10 A suitable light shall also be provided in the engine compartment for ease of maintenance/ emergency repairing.

44.0 Pollution under control (PUC) Certificate Holder

A suitable holder with clear acrylic sheet cover shall be provided in driver cab near driver seat at appropriate level for fixing of PUC certificate.

45.0 Conductor Buzzer
An electric buzzer shall be provided in the driver’s cab. The buzzer’s switch shall be provided near the rear door at an appropriate location for easy operation by the conductor.

46.0 Conspicuity

A retro-reflective tape complying with AIS 90 specifications for conspicuity will be pasted on the vehicle. In front it will be of white colour, on side of the vehicle it will have white or yellow colour and in the rear of the vehicle it will be of red colour. The tape and make has to be type approved.

47.0 Fog Lamps

The bus shall be fitted with fog lamps as prescribed in CMVR.

48.0 Provisions for Advertisement Card Holders/Exterior Advertisement Friendly Design

The bus should have a provision for replaceable ‘Coving Panels’ (PVC panels) for advertisements on both sides of the bus. These panels of suitable size should be insertable in a bracket matching with the bus contours fixed above window frame and below roof sealing. The maximum number of panels as could be accommodated along the length shall be provided.

49.0 Ventilation system

For sufficient and proper air ventilation in the form of 24V DC, 200 mm cabin fan (12 Nos. Min) shall be provided on each side pillar on both sides of the bus. Further the drivers cab shall be fitted with a 24V DC, 200 mm diameter fan mounted at proper height on side structure. The colour of fan shall match the interior decor of the bus.

50.0 Interior Noise and pass by noise

Interior noise shall not be more than 81 Db (A) when tested as per AIS 020 and pass by noise requirements as per CPCB/CMVR when tested as per IS 3028: 1998 or latest rev. Type Approval testing and certificate by the test agency under CMV Rule 126 shall be produced at the time of prototype approval. The pass by noise of the vehicle shall confirm to CMVR requirements when tested as per BIS: 3028:1998.

51.0 Rain simulation testing
All production including prototype buses shall undergo and comply rain simulation test (Shower testing) as per IS; 11865 latest rev.
52.0 **EMI and EMC**

The fully built bus shall comply with CMVR / AIS 004 (Part 1 and 2). Type Approval testing and certificate by the test agency under CMV Rule 126 shall be produced at the time of prototype approval.

53.0 **Specifications of Intelligent Transport System (ITS)**

The ITS enabled bus with On Bus Intelligent Transport System will have ITS Control Unit, together with bus driver display console. The bus will have Passenger Information System (PIS System) at front, rear, side and internal display board with integrated voice announcement system as per requirements given in Clause 34 above, integrated GPS device for Automatic Vehicle Location System (with compliance of AIS 140 with emergency buttons for access to every passenger in the bus, preferably protected enclosure for switch) and Security Camera Network (CCTVs) with reverse gear and display screen should meet the specification for IP based cameras and mNVR as per Detailed specification document for CCTV devices as per IS 16833:2018 : CCTV system with integrated emergency System or minimum specifications as per Appendix to Schedule 2, whichever is superior shall be complied. The amendments/exemptions shall be intimated as and when received otherwise the bidders have to abide by the BIS standard. The vehicle manufacturer shall use Make-in-India make ITS items in the manufacturing of the buses.

The bus should have 3 (Three) internal and one Reverse Parking camera and Bus Driver Display Screen to telecast the output from each of the camera in a systematic manner, as per the aforementioned specification. The certificate of compliance (Type Approval Certificate) shall be submitted at the time of inspection of prototype from approved test agency under CMVR. In case of said items do not cover Under Type Approval Certification to be issued by Testing Agency as per CMVR, these items be got approved one time from the testing authority as per the specified standards/specifications. The architect to be finalized by the Purchaser at the time of Prototype”.

The other conditions to be complied by the OEM are as given below:

a) **VEHICLE TRACKING SYSTEM**: To carry out on line vehicle tracking there shall be tracking device (VLT/ ATD) as per system conforming to provisions stipulated in IS 16833:2018 - Annex A with latest Amendments (with compliance of AIS 140 with emergency buttons for access to every passenger in the bus, preferably inbuilt box).

b) The on-board equipment shall be tamperproof and theft proof.
c) All the required cables power and signal from battery and device to device shall be laid properly as per the provision of Bus Code for electric cables.

d) The common minimum requirement of VHMD parameters will be-CNG fuel pressure, Coolant Temperature, Engine Speed, Vehicle Speed.

e) Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or rear dash board. The Reverse Parking Alert System (RPAS) shall comply with provisions of AIS 145. This indirect vision system shall get activated upon engagement of reverse gear. RPAS should give audio warning on reaching the critical distance available for reverse parking.

f) The main hardware will inter alia include the following:

i. Front LED Display
ii. Rear LED Display
iii. Side LED Display
iv. Internal LED Display with Integrated/Synchronized Voice Announcement System
v. Amplifier, Speakers
vi. ITS Controller with Display
vii. GPS Device (Automatic Tracking Device) with Emergency Button(s)
viii. Power and Communication Harness
ix. Bus Driver Display Console 7” TFT- Screen in front of driver (including reverse view)
x. Surveillance Cameras (3Nos.), three numbers to monitor bus interiors (doors, driver zone, ticketing zone etc.) and one no. Reverse –Parking Digital Camera.
xi. Digital video recorder mNVR) with Hard Disk 1TB -2.5” Solid State Drive (SDD) (Output telecast from each Camera)

g) Two-way audio communication shall include VoIP, Cellular and Text messaging from Control Centre on Bus Driver Display.

h) Integration of Security Camera Network (CCTVs) with Control Centre of DoT to enable:

- Live View on Map and Live Alerts information at Control Centre, at Depot and on Smart Phones
- Live Alerts information will include: Panic Button, Video Loss Alarm, Hard Disk Full, Hard Disk missing, Hard Disk read and write descriptions, Intrusion Alarm (Enclosure Open) as minimum requirement.
- Download Live and Recorded Video from Control Centre

54.0 Hammers for breaking window glasses during emergency
Adequate numbers of hammers of suitable design and weight for breaking window glasses during emergency shall be provided and suitably mounted on the interior walls of passenger saloons. Mounting of hammer shall be pilferage-proof.
55.0 **Heating, Ventilation and Air conditioning (HVAC) climate control system:**

(a) The HVAC system shall be provided for heating as well as cooling of the interior whole compartment of the Bus as per the environmental conditions of Delhi.

(b) The whole bus body shall be thermally insulated with flame retardant Polyurethane or glass wool of minimum 40 kgs/m³ density as per bus code.

(c) The Air Conditioning System-Specifications and test procedure for type approval will be as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Specifications</td>
<td>a) For up to 42°C of saloon temperature and b) For &gt; 42°C of saloon temperature</td>
</tr>
<tr>
<td>2</td>
<td>Target results</td>
<td>a) 24± 4°C (up to 42°C) b) Temperature gradient of 15° (&gt; 42°C of saloon temperature) e.g. If the saloon temperature is 45°, then the target temperature inside the bus is 45°-15°= 30° c) Minimum average air velocity at air vent is 4.5 m/s</td>
</tr>
<tr>
<td>3</td>
<td>Procedure</td>
<td>1. Soak for 1 hour 2. At 2000 rpm 3.Upto 42°C: pull down time 30 minutes (maximum) (for more than 42°C of saloon temperature, pull down time within 40 minutes (maximum)) 4. Thermocouple to be placed over place minimum 20 numbers. at nose level</td>
</tr>
<tr>
<td>4</td>
<td>Air Curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m³/hr at each gate. Type of air curtains at entry exit gates their power consumption etc be accounted for while deciding engine power, etc</td>
<td>Required</td>
</tr>
<tr>
<td></td>
<td>Additional requirements</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Air circulations and ventilation in driver’s area</td>
<td>An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab. Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment.</td>
</tr>
<tr>
<td>5.2</td>
<td>Maximum noise levels inside the saloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020</td>
<td>84 dba (to be achieved a maximum noise level of 81 dba from 1st April 2015 onwards)</td>
</tr>
</tbody>
</table>
Appendix to schedule 2: SPECIFICATION AND COMPLIANCE OF IP CAMERA

A. Specification and Compliance of IP camera

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Minimum Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The IP camera should have colour camera (monochrome in night with IR on).</td>
</tr>
<tr>
<td>2.</td>
<td>The IP camera shall have fixed, 3.6 mm lens.</td>
</tr>
<tr>
<td>3.</td>
<td>The IP camera shall have minimum <strong>2 megapixels, 1920 x 1080</strong> pixels camera resolution.</td>
</tr>
<tr>
<td>4.</td>
<td>The IP camera shall have 1/3&quot; CCD or 1/3&quot; CMOS progressive scan image sensor.</td>
</tr>
<tr>
<td>5.</td>
<td>The IP camera shall support H.265, H.264, MPEG-4 and M-JPEG Video Compression.</td>
</tr>
<tr>
<td>6.</td>
<td>The IP camera shall support G.711 or G.726 Audio Compression.</td>
</tr>
<tr>
<td>7.</td>
<td>The IP camera shall support 1 to 25 fps for different resolution.</td>
</tr>
<tr>
<td>8.</td>
<td>The IP camera shall have a minimum illumination of 0.01 Lux at F1.2 with IR Off and 0.0 Lux with IR On.</td>
</tr>
<tr>
<td>9.</td>
<td>The IP camera shall have shutter time of 1/50 sec to 1/100 000 sec.</td>
</tr>
<tr>
<td>10.</td>
<td>The IP camera shall have built-in infrared LEDs with range of minimum 10 m, Auto Day/Night.</td>
</tr>
</tbody>
</table>
| 11.    | The IP camera shall have ruggedness of:  
  a) Rugged, vibration, shock and tamper proof metal housing, and  
  b) Anti-vibration installation with multipoint locking mechanism in horizontal and vertical direction. |
| 12.    | The IP camera shall have either built-in microphone or separate microphone |
| 13.    | The IP camera shall support Image enhancement of auto-tracking white balance (ATW), automatic gain control, wide dynamic range (WDR) and Automatic backlight compensation (BLC). |
| 14.    | The IP camera shall receive power from mNVR through power-over-Ethernet. |
| 15.    | The IP camera shall support automatic motion detection, Camera Tamper alerts |
| 16.    | The IP camera shall support RJ45 10/100 M ethernet interface. |
| 17.    | The IP camera support ONVIF Profile S compliant. |
| 18.    | The IP camera shall comply to IP66 rating |
| 19.    | **The IP camera shall support below mention protocols:**  
  • HTTP; TCP; UDP; NTP |
| 20.    | **The IP camera shall support below mention streaming methods:**  
  • Unicast, Multicast |
### B. Specification and compliance of Mobile NVR

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Minimum Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The mNVR shall have one video output.</td>
</tr>
<tr>
<td>2.</td>
<td>The MNVR shall have four channel video inputs.</td>
</tr>
<tr>
<td>3.</td>
<td>The mNVR shall have one audio output.</td>
</tr>
<tr>
<td>4.</td>
<td><strong>The mNVR shall have two-way communication (2 nos.) within bus mobility environment to communicate with CCC operator</strong></td>
</tr>
<tr>
<td>5.</td>
<td>The mNVR shall support <strong>H.265</strong> and H.264 video compression standards.</td>
</tr>
<tr>
<td>6.</td>
<td>The mNVR shall support G.711 or G.726 audio compression standards.</td>
</tr>
<tr>
<td>7.</td>
<td>The mNVR shall support dual streams, both streams independently configurable for each camera resolution and frame rate.</td>
</tr>
<tr>
<td>8.</td>
<td>The mNVR shall support 1080p/720p/4CIF/2CIF/CIF/QCIF (can be set independently for each channel, for both streams) recording resolutions.</td>
</tr>
<tr>
<td>9.</td>
<td>The mNVR shall support 1 to 25 fps for all channels at 1080p resolution and frame rate can be set independently for each camera, for both streams or vehicle having four CCTV cameras.</td>
</tr>
<tr>
<td>10.</td>
<td>The mNVR shall have a minimum of four input (NO/NC) and two output alarm sensors.</td>
</tr>
<tr>
<td>11.</td>
<td>The mNVR shall have storage of 1 TB, solid state drive (SSD) with suitable anti-vibration mechanism storage to be pluggable and easily removable, secure and protected by lock for vehicles</td>
</tr>
<tr>
<td>12.</td>
<td>The mNVR will record in normal, schedule based, alarm triggered, motion detection mode. Alarms triggered modes may include alarms triggered via digital I/O input. For example, emergency button, emergency door open, brake on, reversing, mNVR enclosure open.</td>
</tr>
</tbody>
</table>
| 13.    | The mNVR will support event based recording and tagging:  
| a) Pre-recording – 1 to 30 min, and  
| b) Post-recording – 1 to 30 min. |
| 14.    | The mNVR shall support configurable shut down delay after ignition off – up to 24 h (Configurable in hours and minutes) |
| 15.    | The mNVR shall have facility of integrated PoE switch supporting peak power requirement for four CCTV cameras with infrared on and integrated PoE switch supporting peak power requirement for all CCTV cameras within Bus with infrared on. |
| 16.    | The mNVR shall have network/communication interfaces as:  
| a) LAN – 1 RJ45 interface (in addition to the camera ports), and  
| b) Wi-Fi – 802.11/b/g/n (optional).  
<p>| c) Built-in <strong>4G/LTE</strong> module, supporting both 2G, 3G and <strong>4G/LTE</strong> (at least 900, 1800 and 2100 MHz frequency bands), Support for SMS, voice, data (GPRS, TCP/IP) with multiple network OTA switching capabilities. |
| 17.    | Support embedded SIM/UICC (As per GSMA guidelines / DoT (TEC) guidelines) to cater to the automotive operational requirement such as vibration, temperature and humidity and provide long life span with at least 10 years life and more than 1 million |</p>
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Minimum Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.</td>
<td>Device shall have built-in/integrated 3 axis accelerometers and 3 axis gyroscopes for accessing driving conditions such as rapid acceleration, sudden braking and hard turn.</td>
</tr>
<tr>
<td>19.</td>
<td>System shall have provision of secured data transmission to the backend from the devices through secured channel. Secured channel means encrypted data transmission from device to backend using a secured tunnel on communication medium such as ‘Secured dedicated APN or 2G/3G/4G/LTE network’</td>
</tr>
<tr>
<td>20.</td>
<td>It will provide the following additional information: a) GPS data via RS 232/Ethernet to other on–bus devices, and b) Receive route number information from other on-board devices and transmit to backend. It will support transmission mode.</td>
</tr>
<tr>
<td>21.</td>
<td>Always –On, turned ‘On’ by: a) Emergency button, or b) SMS or telephone or alerts from I/O.</td>
</tr>
<tr>
<td>22.</td>
<td>The mNVR shall have ONVIF profile S compliant.</td>
</tr>
<tr>
<td>23.</td>
<td>The mNVR shall support the external interfaces 1 RS232, 1 USB 2.0.</td>
</tr>
<tr>
<td>24.</td>
<td>The mNVR have external GSM &amp; GPS antenna.</td>
</tr>
<tr>
<td>25.</td>
<td>The mNVR shall have minimum five configurable image settings (one to be the best quality).</td>
</tr>
<tr>
<td>26.</td>
<td>The mNVR shall have tamper-proof watermark.</td>
</tr>
<tr>
<td>27.</td>
<td>The mNVR video over-written to be configurable to support: A) Cyclic overwriting (oldest recording to be overwritten). b) Event tagged recording not to be overwitten for a longer period (7 to 30days, configurable).</td>
</tr>
<tr>
<td>28.</td>
<td>The mNVR shall have all input and output connections to be vibration/shock resistant and locking as per BIS (IS 16833) shock and vibration test.</td>
</tr>
<tr>
<td>29.</td>
<td>The mNVR shall have LED indicators for power, recording, network.</td>
</tr>
<tr>
<td>30.</td>
<td>The mNVR shall be capable of communicating system health parameters over 2G/3G/SMS along with: a) Capable of sending health parameters (cameras not-functioning, cameras tamper, storage error, storage full, video loss, camera cover) at specified frequency to the server b) Capable of sending images, video and snapshot (of configurable resolution, (1080p, 720p, 4CIF, CIF, 2CIF, QCIF) from each camera to the server at specified frequency (configurable). c) Capable of detecting failure, error or tamper of cameras or any component and sending alert to server.</td>
</tr>
<tr>
<td>31.</td>
<td>The system shall support over the air configuration parameters for mNVR and cameras and over the air upgrade of firmware.</td>
</tr>
<tr>
<td>S. No.</td>
<td>Minimum Specifications</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------</td>
</tr>
<tr>
<td>32.</td>
<td>The system shall support independently configuration of motion detection zones for each camera.</td>
</tr>
<tr>
<td>33.</td>
<td>The system shall have built in RTC, drift not more than 10s at any time.</td>
</tr>
<tr>
<td>34.</td>
<td>The mNVR should provide video and audio download facility for the desired date/time and duration. It should be possible to connect a laptop to mNVR through network cable on RJ45 port and open mNVR’s user interface in a standard browser using a standard URL such as <a href="http://dvr">http://dvr</a> with no/minimum configuration requirement of the laptop’s network settings.</td>
</tr>
<tr>
<td>35.</td>
<td>After entering user-id and password, it will be possible to search, view, select and download video clips of desired duration and date/time in standard formats such as (.avi) or (.mpg). It will not be possible to delete any video or change configuration settings using this set of user-id and password.</td>
</tr>
<tr>
<td>36.</td>
<td>The system shall be capable of:</td>
</tr>
<tr>
<td></td>
<td>a) In normal situation, the mNVR will send system health status data and images from cameras to the backend server, at configurable frequency over 4G/LTE network. On press of an emergency button, the mNVR will automatically send the video from cameras to the backend server over 4G/LTE at configurable frame rate and configurable resolution.</td>
</tr>
<tr>
<td></td>
<td>b) In case the vehicle moves to an area where 4G coverage is not present, the mNVR will automatically shift to 3G/EDGE/GPRS (2G) connectivity to send the system health status data. Also, in such case, on press of an emergency button, the mNVR will automatically shift to a lower frame rate and resolution (both configurable/self-adaptive) and send the video from cameras to the backend server over 3G/EDGE/GPRS (2G).</td>
</tr>
<tr>
<td>37.</td>
<td>The mNVR shall be powered from the battery of the vehicles. The mNVR should be capable of working on a wide range of voltage (say 8 to 32 V), in order to account for the fluctuations of the vehicle battery voltage. Also, it should be possible to have a delayed shut-down after ignition off, so that cameras can keep on recording for a specified period (say 1 h) After ignition switch-off.</td>
</tr>
<tr>
<td>38.</td>
<td>The system should support any operational GNSS system (Location, speed, heading, time stamp) data polling and capable of sending this data at a frequency shall be 5 s during vehicle operation and not less than 10 min. <strong>Device shall be capable for operating in L and/or S band and include support for NAVIC/IRNSS (Indian Regional Navigation Satellite System).</strong></td>
</tr>
<tr>
<td>39.</td>
<td>The system shall have feature of location on demand on minimum 3G and configurable backup SMS facility in case of 4G/LTE/3G/GPRS failure.</td>
</tr>
<tr>
<td>40.</td>
<td>The system shall have external GPS antenna.</td>
</tr>
<tr>
<td>41.</td>
<td>The System shall capable of store minimum 40,000 positional logs.</td>
</tr>
<tr>
<td>42.</td>
<td>The system’s GNSS module shall have an acquisition equal to or better than (-) 145 dBm with GNSS/ 140 dBm with IRNSS (NAVIC as applicable.)</td>
</tr>
<tr>
<td>43.</td>
<td>The system’s GNSS module shall have a tracking sensitivity equal to or better than (-) 160 dBm with GNSS/153 dBm with IRNSS (NAVIC as applicable).</td>
</tr>
</tbody>
</table>
S. No. | Minimum Specifications |
--- | --- |
44. | The system shall have positional accuracy of less than 6 m 2DRMS (on ground) or 2.5 m CEP (on ground). |
45. | The system’s GNSS module should have:  
   a) The capability of hot start < 10s  
   b) The capability of warm start < 60s  
   c) The capability of cold start < 120s  
   The above timing shall be applicable after MNVR boots up. |
46. | The system should have the A-GPS (Assisted GPS) support. |
47. | The system shall have the capability to send serving and adjacent cell ID as well as network measurement report (NMR). |
48. | The system shall have the over the air capability as:  
   a) Download of firmware as well as configuration parameters,  
   b) Remote administration and firmware update over the air, and  
   c) Device should be capable of sending a packet to two different IP addresses. |
49. | USB 2.0 interface or better |
50. | Support (802.11 b/g/n) 2.4 GHz LAN- minimum 10m range |
51. | Support easy configuration |
52. | Support external SD card for backup |
53. | Support data export from mNVR |

C. Specification and compliance of Rugged Housing for mNVR

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Features</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Material:</td>
<td>Enclosure: Sheet steel</td>
</tr>
<tr>
<td>2.</td>
<td>Door:</td>
<td>Sheet steel, all-round foamed-in PU seal</td>
</tr>
<tr>
<td>3.</td>
<td>Surface finish:</td>
<td>Enclosure and door: Dipcoat primed, powder-coated on the outside, textured paint</td>
</tr>
<tr>
<td>4.</td>
<td>Mounting plate:</td>
<td>Zinc-plated</td>
</tr>
<tr>
<td>5.</td>
<td>Dust &amp; water protection</td>
<td>IP 66</td>
</tr>
<tr>
<td>6.</td>
<td>IK Code:</td>
<td>IK08</td>
</tr>
</tbody>
</table>
| 7. | Supply includes: | Enclosure with hinged door(s) with lock mechanism, of all-round solid construction  
Gland plate(s) in enclosure base  
Mounting plate |
| 8. | Material thickness: | Enclosure: 1.38 mm  
Door: 1.75 mm  
Mounting plate: 2.5 mm |
| 9. | General | Suitable for proposed mNVR providing temper proof, shock proof, vibration proof and fire proof enclosure |
D. Specification and compliance of Panic Button

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameter</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The panic buttons will be ‘ Normally Closed’ (NC) type. The form factor of emergency buttons will be such that the button is easy to press in the case of an emergency, and simultaneously also minimizes the possibility of accidental or unintended press thereby causing a false alert.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Emergency button shall be suitable for installation and operation in Bus environment. Terminals for connecting the power and data cables should be suitable to mobility environment to minimize false alerts while maximizing the life of the push button.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Switching frequency</td>
<td>Min. 500 cycle per hour</td>
</tr>
<tr>
<td>4.</td>
<td>Mechanical life</td>
<td>Over 1 million operations.</td>
</tr>
<tr>
<td>5.</td>
<td>Operating Position</td>
<td>All positions.</td>
</tr>
<tr>
<td>6.</td>
<td>Enclosures Material</td>
<td>Cast Aluminium and CRCA Sheet</td>
</tr>
<tr>
<td>7.</td>
<td>Degree of protection</td>
<td>IP-66, flame resistant</td>
</tr>
<tr>
<td>8.</td>
<td>Casing</td>
<td>The panic button should be provisioned with transparent flap casing to avoid any unintentional activation of panic alerts.</td>
</tr>
</tbody>
</table>

E. Specification and compliance of Display (7”)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameter</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Size</td>
<td>Minimum 7” TFT LCD with arrow keys and number buttons</td>
</tr>
<tr>
<td>2.</td>
<td>Luminance</td>
<td>400cd/m2</td>
</tr>
<tr>
<td>3.</td>
<td>Viewing angle</td>
<td>70/70/50/70 (L/R/U/D)</td>
</tr>
<tr>
<td>4.</td>
<td>Resolution</td>
<td>800 × 480 or better</td>
</tr>
<tr>
<td>5.</td>
<td>Back-light Type</td>
<td>LED</td>
</tr>
<tr>
<td>6.</td>
<td>Video Inputs</td>
<td>Two (compatible with the proposed mNVR)</td>
</tr>
<tr>
<td>7.</td>
<td>Functionality</td>
<td>Live view and play back</td>
</tr>
<tr>
<td>8.</td>
<td>Power Source</td>
<td>mNVR</td>
</tr>
</tbody>
</table>

**Note:** Detailed specification document for CCTV devices as per IS 16833:2018: CCTV system with integrated emergency System (AIS 153 as per Amendment 4) or minimum specifications as per Appendix to Schedule 2, whichever is superior shall be complied. However, the requirements under Appendix to Schedule 2 (Table-B, Sr. No. 38 to 47) may be complied together with vehicle tracking system as per IS: 16833, Annexure-A. The amendments/exemptions shall be intimated as and when received otherwise the bidders have to abide by the BIS standard.
Operational Parameters, Monitoring And Performance Adjustments

1. Operational Parameters

This schedule defines operational parameters and standards that direct the Concessionaire to provide required services to bus passengers of Delhi and the NCR.

1.1. Aims and Objectives

The principle aim of this performance monitoring regime is to provide greater incentives for a safer, more reliable, attractive, economic and efficient bus service to passengers.

According to a recent survey conducted by DIMTS in Delhi, passengers value the quality of bus service on the following performance parameters:

- Service reliability and frequency
- Less crowded buses
- Journey time
- Affordability
- Passenger comfort
- Accessibility to bus stops

Other service quality parameters that are considered important in assessing the performance of the bus network include:

- Staff attitude and behavior
- Personal safety and security during the journey
- Ease of accessing vehicles
- Cleanliness
- Vehicle repair
- Easy availability of travel information

In order to meet these objectives and deliver on each individual performance parameter, the Concessionaire shall be responsible for the following:

1.2. Definitions – For the purpose of this schedule:

1.2.1. “Advertisement Panels” means the designated space reserved in the interior and exterior of the bus to display advertisements.
1.2.2. “Applicable Limit” means the permissible limit in timetable for the purpose of operation of Stage Carriage Buses as described in Schedule 3.

1.2.3. “Automated Vehicle Location System (AVL)” means the GPS-based automatic vehicle tracking system, integrated online with central server. The GPS data will have integration with GIS map for fleet management.

1.2.4. “Central Data Base” means the data centre for storing and retrieving operational data, established by IM or any agency appointed by IM.

1.2.5. “Contactless Smart Card” means the smart card (ISO 14443 compliant) authorized by IM or its nominated service provider which can be validated by the smart card readers cum validators installed on board in the buses for e-transfer of actual fare data on the system by IM or its nominated service provider.

1.2.6. “Data Suspension” means suspension of unrepresentative data as a result of factors outside the Concessionaire’s control over short term time periods (defined with mutual agreement) on the request of the Concessionaire, which will not be used by IM to assess the Concessionaire performance.

1.2.7. “Delayed Trip” means any trip operated in which deviation in actual time of operation from the start point is more than the permissible tolerance limit as is described in Schedule 3.

1.2.8. "Deductible Lost Kilometerage" means the total number of Scheduled Kilometers (other than Non-Deductible Lost Mileage) determined in the reasonable opinion of IM as having not been operated in any Payment Period.

1.2.9. “Driver Quality Monitoring” means a point based monitoring system to assess the standards of driving maintained in the provision of the services. The system assigns points on various performance parameters as described in Schedule 3.

1.2.10. “Electronic Ticketing Machines (ETMs)” means the machines provided by IM in the buses to issue paper tickets and validate tickets for the purpose of fare collection.

1.2.11. "Emergency Ticket Pack" means a sealed pack of serially numbered, fully pre-printed tickets, issued to the Concessionaire, for use when the Ticketing Equipment supplied by IM or its nominated service provider is not available for use in the operation of the Services.

1.2.12. “Fatal Accidents” means accident involving private stage carriage bus operating under this contract in which there is a death of passengers/road users.

1.2.13. “Incident Management” means a system developed by the Concessionaire to report and make relief and support system to deal with in service breakdowns, accidents and other incidents as described in Schedule 3.
1.2.14. “Lost Kilometerage” means the total number of Scheduled Kilometers in Service Kms left uncompleted due to any missed Trip or Trip not completed as described in Schedule 3.

1.2.15. “Major Accidents” means accident involving private stage carriage bus operating under the supervision of IM which may involve hospitalization or estimated damage of above Rs. 25,000.

1.2.16. “Minor Accidents” means accident involving private stage carriage bus operating under this contract with extent of estimated damage of bus upto Rs. 25,000 and/or simple injuries to passenger / third party, requiring only outdoor medical care.

1.2.17. “Missed Trips” means any trip which does not cover the scheduled trip length (kilometerage) between origin and destination. The trip which is either not operated or is missed due to breakdowns etc. will also be covered under the category of missed trips.

1.2.18. “Non-Deductible Lost Kilometerage” means the total number of Scheduled Kilometers in Service Kilometers not operated by the Concessionaire the loss of which is determined in the reasonable opinion of IM as being beyond the Concessionaire’s reasonable control in accordance with the provisions of Schedule 3. This will be taken into consideration only for the purpose of calculation of deductions of penalty amount in terms of Clause 3.3.1 of Schedule 3 of the RFQP document.

1.2.19. “On-board Equipment” means all types of on-board equipments in the bus including but not limited to GPS unit, smart card validators and CCTV equipment installed by IM or its nominated agency.

1.2.20. “Operational Control Centre” means a communication, analysis and operational control hub established and maintained by the Integrated Mechanism to control, manage and monitor the bus operation. The OCC will access data through AVL, AFCS, Concessionaire reports, field data inputs etc., and will provide MIS reports for operational and managerial purposes.

1.2.21. “Retention Period” means the safe custody of operational and revenue data in the custody of the Concessionaire with proper backup for the period as defined in Schedule 3.

1.2.22. “Ticketing Equipments” means any equipment and/or software and/or associated infrastructures provided in the bus in accordance with the provisions of this Concession Agreement for use in the provision of the Services primarily for the purposes of issuing tickets and recording of the same, recording on bus revenue receipts, validating Smartcards, recording passenger journeys and for the provision of information to the Concessionaire and to IM or its service providers relating to the same.
1.3. **Applicable Clearances / Approvals**

1.3.1. Obtaining the necessary and Applicable Clearances / Approvals and meeting their requirements, including but not limited to the Certificate of Fitness (CoF), the Pollution Under Control Certificate (PUCC), the Certificate of CNG Leakage Testing, the Third Party Inspection Policy, and Proof of Road Tax Payment.

1.4. **Engineering Quality**

1.4.1. Providing buses that meet the technical specifications provided in Schedule 2 and further up keeping and maintaining buses to ensure their roadworthiness that meet the requirements of Stage Carriage Services. The preventive maintenance regime as prescribed by the Vehicle Manufacturer (VM) shall be carried out as per the schedule. The record of all preventive maintenance activities shall be kept in the Bus Maintenance Log Book (Log Book) and duly authenticated by the person in charge of the vehicle workshop carrying out bus maintenance. The Log books shall be produced for inspection by officials of Transport Department, GNCTD / IM as and when demanded.

1.4.2. If, IM considers that the operation of a vehicle provided by the Concessionaire could affect the safety of passengers or the general public, IM may instruct the Concessionaire not to operate that vehicle. In such circumstances the Concessionaire shall provide at its own expense an alternative vehicle for the performance of the Services.

1.4.3. The other provisions like disinfection of buses in once in two months as per Clause (73) of DMVR 1993 shall also be complied with by the Concessionaire.

1.5. **Operational Staff**

The Concessionaire shall be responsible for:

1.5.1. Ensuring that the duty hours of deployed staff are in compliance with The Motor Transport Workers Act, 1961.

1.5.2. Ensuring adequate operational staff to meet the requirement of the prescribed schedules. The operational staff deployed shall fulfill statutory requirements as per the Motor Vehicle Act, 1988 or any other applicable law as amended from time to time. Furthermore, only drivers registered with IM or a nominated agency of IM shall be deployed.

1.5.3. Deploying operational staff in proper uniform (as prescribed in the DMVR/Permit conditions from time to time) with nameplate. Operations staff of the Concessionaire on board the bus shall be responsible for the custody of the complaint/ suggestion book and first aid kit.
1.5.4. Ensuring compliance with Qualifications, Duties and Responsibilities of Drivers as defined in Annexure A. IM / GNCTD reserves the right to develop and maintain a biometric record of operational staff of the Concessionaire for the purpose of monitoring.

1.6. **Driver Quality Monitoring (DQM)**

1.6.1. IM may introduce a point based monitoring system for drivers. The monitoring system may include assigning points on various performance parameters including but not limited to:

- Accidents
- Complaints;
- Rash driving, including not stopping or inadequate stoppage at designated bus stops (less than 30 seconds and start off before passengers are seated/securely standing);
- Tampering with On-board Equipments such as equipment related to GPS, AFCS and CCTV;
- Allowing passengers to travel without tickets;
- Violating rules related to smoking, or talking on a mobile phone or driving under influence of drugs or alcohol.

1.6.2. Details of such a point system shall be worked out during the operation period. In case the negative points for a driver exceed certain pre-defined values in a specified period, IM may issue directions to the Concessionaire not to deploy the concerned driver on service for a period ranging from three days to permanent disqualification. This period must be utilized by the Concessionaire for imparting refresher training to such driver. See Annexure B for more detail.

1.7. **Minimum Service Obligation**

The Concessionaire shall be responsible for ensuring that:

1.7.1. stage-carriage operation of buses as per the UTT as notified by the State Transport Authority (STA), and compliance to the Motor Vehicles Act, 1988 and any other rules/guidelines notified from time to time;

1.7.2. buses report for operation at the route starting point a minimum of five minutes prior to the first start time. Buses must be in a clean, presentable condition and in a state of mechanical roadworthiness as set out in Annexure C;

1.7.3. prescribed routes are adhered to and every scheduled journey is completed as planned. Concessionaires should note that changes to routes and incomplete
journeys, are liable for penalization except under force majeure circumstances as set out in Concession Agreement;

1.7.4. buses stop at designated bus stops with clearance at the entry point of the bus to allow for easy boarding and egress;

1.7.5. appropriate usage of appliances like the disabled access ramp to ensure proper boarding and alighting of passengers at bus stops;

1.7.6. buses stay at the stop until all passengers who need to alight have done so, and all passengers waiting at the stop for the bus have boarded;

1.7.7. passengers are not allowed to board or alight at unauthorized locations.

1.8. **Systems development and reporting responsibilities**

1.8.1. As part of the contract the Concessionaire must develop systems for collecting, recording and sharing information and data as listed below.

1.8.2. **Lost Kilometerage**

The Concessionaire must put in place a system to capture daily operational data at source level and communicate the same to the OCC of IM as per details in Section ‘Lost Kilometerage’ and Annexure D. The system will need to be operational at least 15 days before the start of the service under the contract.

If, the Concessionaire is found to have failed to declare or has inaccurately declared Missed Kilometerage / Deductible Lost Kilometerage, IM shall be entitled to make Deductions for all the Deductible Lost Kilometerage undeclared or wrongly declared (as measured against any final determination in respect of Deductible Lost Kilometerage made under Schedule 3) in question.

1.8.3. **Bus Maintenance program**

The Concessionaire must set up an internal system to keep a record of all maintenance activities carried out on the buses. The system shall maintain a record of total kilometerage performed by the buses on a daily basis, including revenue and non-revenue kilometers. The system shall be capable of monitoring maintenance activities with respect to the preventive maintenance schedules prescribed by the Vehicle Manufacturers. The Concessionaire shall send a report to the IM’s Operational Control Centre (OCC) through electronic means on a daily basis, comprising details of Bus Maintenance Data as per Annexure E.

1.8.4. **Incident management**

The Concessionaire shall be responsible for putting in place a system of reporting by the driver and other support staff as regards breakdowns,
accidents and other incidents. As part of the incident management process the system should include:

- Information regarding any damage to vehicle,
- Involvement of any third parties.
- The bus route number,
- The vehicle number
- Crew details
- The time of the incident

The Concessionaire is also responsible for putting in place a system for the quick retrieval and recovery of vehicles and, to remove any road obstructions caused as a result of the incident. Please refer to Annexure F for further information.

The Concessionaire shall also ensure that backup buses are available in reserve to ensure service continuity in case a bus is held up due to accidents or to cover any unforeseen eventualities like breakdown repairs.

1.8.5. **Lost property**

The Concessionaire shall be responsible to comply provisions as contained in Clause (70) of DMVR 1993 regarding handling of lost property articles detected during operation of the Stage Carriage Buses. Also, the Concessionaire shall follow any further guidelines on this subject to be issued by DoT/IM without prejudice to any statutory guidelines for handling and disposal of lost property article.

1.9. **On-board Equipment and Advertisement Panels**

The Concessionaire shall be responsible for:

1.9.1. Ensuring that On-board Equipment such as the GPS unit, ticket issuing equipment, Smart Card Validators, cabling, and accessories provided by IM or an agency nominated by IM, are in working order and not tampered with. The safety and security of On-board Equipment provided on the bus shall be the responsibility of the Concessionaire. Daily operational data in the required format needs to be uploaded on the OCC system by the concessionaire. IM may, as needed, audit and perform sample checks of operational data and equipment.

1.9.2. Making buses available for fitment / inspection / periodic maintenance of On-board Equipment to an agency nominated by IM at regular bus parking places. The inspection/periodic maintenance will normally be carried out during the night shift when the bus is not in service. In circumstances when inspections
are carried out during the day, IM will make every effort to ensure that this does not interfere with the Concessionaire’s service obligations. The Concessionaire will develop and implement an effective maintenance system to ensure the timely repair of equipment through the service provider.

1.9.3. Making buses available for fitment/ removal of advertisements, at the time decided through mutual convenience with IM or any other agency authorized by IM.

1.10. Ticketing and revenue collection

The Concessionaire must ensure that

1.10.1. The conductor or driver, (in case a conductor is not deployed in the bus), shall issue proper tickets against the fare collected, in the services operated in the Cluster. DoT/IM reserves the right to deploy conductors in buses in service either in the scope of the Concessionaire or subject to payment on mutually agreed rates of incremental cost to the Concessionaire. See Annexure G for more details.

1.10.2. All revenues shall be handed over to IM or deposited in a designated account in accordance with this agreement for Basic Services and Additional Services.

1.10.3. Emergency Ticket Packs will be made available for each bus in service by the IM or its authorized agency. The Concessionaire shall follow the following procedure for the same:-

i. On commencement of duty the conductor (driver in case no conductor is provided as per the agreement) will be issued with an Emergency Ticket Pack which will bear a uniquely identifying serial number and other security measures as specified from time to time.

ii. In the event of the Ticket Machine/ Smart Card Validator becoming inoperable while the bus is in service, the Emergency Ticket pack will be opened and these tickets will be issued in lieu of tickets from the ticket machine/ Smart Card Validator. Each Emergency Ticket Pack ticket is individually numbered and denotes a monetary value. Tickets may be issued in multiples of any combination up to the exact fare.

iii. The Emergency Ticket Pack contains a waybill which must be completed in full showing details of the tickets issued. At the end of the conductor’s shift the Emergency Ticket Pack (complete with unused tickets) and the way bill shall be handed in by the conductor to the depot cashier along with cash collection.

iv. The Concessionaire shall check the completion of the waybill and shall return all part used Emergency Ticket Packs and the accompanying waybills to IM, on the Friday of each week.
v. The used Emergency Ticket pack will be replaced by IM or, where notified, its contractor or agent with a new Emergency Ticket Pack.

vi. All revenue collected or received by the Concessionaire as a result of the use of Emergency Ticket Packs shall be paid to IM or deposited in a designated account by the Concessionaire in accordance with the above procedure on weekly basis.

1.11. Right of Access

1.11.1. DoT / IM shall have the rights of access and the rights of audit and/or inspection set out in the Concession Agreement.

1.11.2. The Concessionaire shall provide or make available to DoT / IM:

   i. all assistance as may reasonably be required;
   ii. all records, data and other information as may reasonably be required;
   iii. the use of a telephone, photocopier and where available facsimile machine; and
   iv. a suitable work area

1.12. Retention of Data

The Concessionaire shall be responsible to retain all records (which shall mean all records relating to or in connection with the Agreement and any other information reasonably required by IM or specified in the Agreement) for a period of not less than five years after expiry or termination of the Concession Agreement (the “Retention Period”). IM shall have the rights of access and the rights of audit and/or inspection of any or all such records in accordance with the provisions set out.

2. Performance Monitoring

2.1. IM proposes to set up a comprehensive OCC for the monitoring of Operations and key Performance Standards.

2.2. Information Formats

IM’ OCC will need to be fed with information and data to measure and evaluate service performance. It will be necessary for the Concessionaire to put in place a system to capture basic Operational Data at the source level/Parameters that need to be captured should include but not be restricted to those in Annexure C – (List of operational parameters).

The Concessionaire shall maintain proper records and provide any information asked by IM. This data would be over and above the scheduled reports as
defined in Annexure D. Basic data capture shall be through automated means as far as possible.

The Concessionaire shall communicate the operational data to the OCC through electronic means on daily basis in Microsoft Excel compatible format or as specified from time to time, which shall include, inter alia, details as per Annexure D. IM will require further information on a monthly basis based on formats set out in Annexure E and H.

2.3. Immediate Reports Related to Accidents

The Concessionaire will provide immediate notification of an accident, followed by a written report within 24 hours to the IM’s OCC. The written report will provide all relevant information as specified in Annexure F. Immediate notification and a written report must be provided as and when the Concessionaire becomes aware of any event resulting from the Services or associated activities which involves:

- loss of life of any passenger, member of the Concessionaire’s staff, or other person; or
- an injury to any passenger, or other person where medical attention was required immediately in the wake of the accident.
- robberies or assaults on passengers or staff
- vandalism and public disorder both on and off vehicles or in the garage or depot where the incident involves
  a. safety critical bus failures
  b. any incident of a like nature that is likely to attract media attention
- acts of vandalism affecting service delivery
- incidents (including environmental incidents where prosecution is likely, or there is (or there is likely to be significant media attention.

When notifying IM of the incident, the Concessionaire will provide the following information as set out in “Incident Report Form” with details including:

- the date, time and place of the incident;
- the circumstances of the incident;
- particulars of injury to any passenger or other person requiring medical attention (if known);
- particulars of damage to the Vehicle;
- the name and identification number of the Concessionaire’s staff present at the time of the incident;
- name, address and contact telephone number of any persons involved (if known), and
- name, address and contact telephone number of any witnesses (Identification number, if the witness is a staff member).
The Concessionaire may be required to submit additional incident investigation reports as requested by IM.

2.4. **Immediate Reports Related to Potential Disruptions to Service**

The Concessionaire will provide immediate notification followed by a written report providing all relevant information to the IM’s OCC as soon as the Concessionaire is aware of any event (including proposed industrial action) that is likely to substantially disrupt or alter the delivery of Services. The Concessionaire must identify the likely effect of this event and the steps to be taken by the Concessionaire to minimize the disruption to Services.

2.5. **Weekly Reporting of Other Incidents**

The Concessionaire shall provide OCC with information for other incidents in relation to each week (‘week’ being Saturday to Friday). This information shall be provided to IM on or before the Thursday after the end of each week in which the incident took place or at other such intervals as IM may require from time to time.

3. **Performance Measurement**

3.1. In order to assess the Concessionaire’s performance in meeting its service obligations as set out in Para 1 of Schedule 3, IM will measure specific operational parameters as set out in the following paragraphs. Each measureable parameter will enable IM to reward or penalize the Concessionaire depending on its performance against a pre-determined benchmark.

**A. Performance Deductions**

- Delayed Trips
- Missed Trips
- Other Infractions

**B. Performance Incentive**

- On-time benchmark
- Sample Check on specified performance parameters and Incentives
3.1.1. Performance Deductions and Incentives shall be adjusted for CPI on bi-annual basis. IM’s decision with regard to the above assessments shall be final.

3.1.2. Without prejudice to the Deductions set out in the preceding clauses, DoT / IM reserve the right to pursue other remedies as defined in the Agreement. Such Deductions also do not constitute a waiver of any other remedies applicable under Law.

3.1.3. CYF payable for a Trip shall be calculated for AC Services as set out below:

\[
= \left[ \left( \text{Capital Charge} \times 365 \text{ days} \right) \right. + \frac{\text{No.of trips for the day for the specific Route}}{\text{earliest Start}} + \left. \left[ \text{No.of kms for the Trip} \times \text{Consumables Charges per service kilometer} \right] \right. \right. + \left[ \text{No.of Hours for the Trip} \times \text{Manpower and Overhead Charges per service hour} \right]
\]

The aforesaid shall be used for such purposes as may be required including for calculating the deduction for Missed Trip in para 3.3.1 and for deduction as set out in para 3.7.

3.2. Performance Deduction for Delayed Trips and Performance Incentive for Better than Benchmark Performance

The provision of reliable services is a very high priority for bus passengers. Therefore, subject to exceptional circumstances, when trip delays are unavoidable, the Concessionaire is required to ensure that the UTT is adhered to, with no cancellations and all buses operating on time.

3.2.1. Departure times or service intervals, as appropriate, shall be published at bus stops and elsewhere by IM; and

3.2.2. A delayed Trip is defined as any departure of a bus outside specified time limits set out in the table below.

3.2.3. The performance of each Concessionaire in the cluster will be worked out by comparing the actual observed departure times with the specified departure times as set out in the UTT. A bus will be regarded as ‘on time’ if it departs from a scheduled departure point within the Applicable Limits from UTT.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description (Checkpoint/s)</th>
<th>Earliest Start</th>
<th>Latest Start</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Start of First Trip for Each Bus for the day</td>
<td>+ 0 minutes</td>
<td>+ 2 minutes</td>
</tr>
<tr>
<td>2</td>
<td>Start of Each Subsequent Trip</td>
<td>+ 2 minutes</td>
<td>+ 5 minutes</td>
</tr>
<tr>
<td>3</td>
<td>First checkpoint en-route at about ~ 5 km</td>
<td>- 2 minutes</td>
<td>+ 5 minutes</td>
</tr>
<tr>
<td>4</td>
<td>Second checkpoint en-route at about ~ 10 km</td>
<td>- 2 minutes</td>
<td>+ 8 minutes</td>
</tr>
<tr>
<td>5</td>
<td>Third checkpoint en-route at about ~ 15 km and all subsequent</td>
<td>- 2 minutes</td>
<td>+ 10 minutes</td>
</tr>
</tbody>
</table>
3.2.4. The Concessionaire’s performance of the Services shall be monitored on a monthly basis against these punctuality benchmark standards.

3.2.5. The Concessionaire will be financially rewarded for services performing above the benchmark (Tables 1 and 3), and penalized for services performing below the benchmark (Tables 1 and 2).

3.2.6. IM will measure the performance of all buses in a cluster on a monthly basis using AVL system. The actual online performance of each bus will be measured against the On Time Performance Benchmark.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category and Performance</th>
<th>Below Benchmark</th>
<th>Above Benchmark</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>On Time Performance Benchmark “BM” : 88% - 92%</td>
<td>Deduction: On-time Deductions in terms of Table 2.</td>
<td>Incentive: On-time Incentive in terms of Table 3.</td>
</tr>
<tr>
<td>1</td>
<td>% of total monthly checkpoints for the Cluster</td>
<td>Less than BM</td>
<td>Greater than BM</td>
</tr>
</tbody>
</table>

At the end of each month IM will collate performance results in order to calculate the overall performance incentive payment or debit for the Concessionaire. Tables 2 and 3 set out the method of calculation of deduction and incentive for each bus operated in the cluster.

Once the total number of deductions and incentives are added together, IM will issue a summary performance table to the Concessionaire. This will be issued no later than 25 working days after the month in which performance has been measured. The report will include:

- All routes details, including any agreed changes to the route detail
- Start and end dates of the month
- Confirmation of any agreed data suspension for a previous month and notification of any applications for data suspension being considered by IM at that time

The summary table will set out the percentage of buses operating ‘on time’ compared to the departure times specified in the UTT and the reward or penalty due.
Table 2 - Deductions for Not Achieving On Time Performance Benchmark

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Performance</th>
<th>Prorated Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Upto 5% below BM of 88%</td>
<td>Rs. 75/- for each checkpoint</td>
</tr>
<tr>
<td>2</td>
<td>Upto 10% below BM of 88%</td>
<td>Rs. 115/- for each checkpoint</td>
</tr>
<tr>
<td>3</td>
<td>Upto 15% below BM of 88%</td>
<td>Rs. 150/- for each checkpoint</td>
</tr>
<tr>
<td>4</td>
<td>More than 15% below BM of 88%</td>
<td>Rs. 190/- for each checkpoint</td>
</tr>
</tbody>
</table>

Table 3 - Incentive for Actual Performance Better than On Time Performance Benchmark

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Performance</th>
<th>Prorated Incentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Above the BM of 92%</td>
<td>Rs. 300/-for each checkpoint</td>
</tr>
</tbody>
</table>

3.2.7. IM reserves the right to prepare other reports for the purposes of monitoring the Services and reporting the performance of the Services to key stakeholders.

3.3. Lost Kilometerage

3.3.1. For any missed Trip or Trip not completed, deductions shall be made in the following manner:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Extent to which a Trip is missed</th>
<th>Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A Trip, which either does not commence or does not complete even 25% of the kilometers for the Trip.</td>
<td>150% of the CYF (including payment towards Capital, Consumables and Manpower/ Overhead Charges) payable for the Trip, in terms of Clause 3.1.3, will be applied as performance deductions for the Trip. In addition, the CYF for the lost kilometerage of the trip, in terms of Schedule 5, shall not be payable.</td>
</tr>
<tr>
<td>2</td>
<td>A Trip, which has completed more than 25% but less than 60% of the kilometers for the Trip.</td>
<td>100% of the CYF (including payment towards Capital, Consumables and Manpower/ Overhead Charges) payable for the Trip, in terms of Clause 3.1.3, will be applied as performance deductions for the Trip. In addition, the CYF for the lost kilometerage of the trip, in terms of Schedule 5, shall not be payable.</td>
</tr>
</tbody>
</table>
### S. No. | Extent to which a Trip is missed | Deduction
--- | --- | ---
3 | A Trip, which has completed more than 60% but has not completed 100% kilometers for the Trip. | Schedule 5, shall not be payable.  

50% of the CYF (including payment towards Capital, Consumables and Manpower/ Overhead Charges) payable for the Trip, in terms of Clause 3.1.3, will be applied as performance deductions for the Trip.  
In addition, the CYF for the lost kilometerage of the trip, in terms of Schedule 5, shall not be payable.

IM will use an AVL device for the purposes of assessing the kilometerage performance of each of the services operated under this schedule. Operated kilometerage must also be reported by the Concessionaire on a monthly basis. The information will be set out under the headings listed below:

- Name of Concessionaire and kilometerage code
- Route to which the information relates
- Week ending date to which information relates
- Daily scheduled in service kilometerage derived from the working timetable
- Any agreed additional Kilometers
- Any agreed curtailed Kilometers
- Kilometers to be operated
- Lost kilometerage which the Concessionaire accepts is Deductible Lost Kilometerage categorized as follows:
  - Staff (s)
  - Mechanical (m)
  - Other deductible (od)
- Lost kilometerage which the Concessionaire claims is Non-Deductible Lost Kilometerage categorized as follows:
  - Traffic
  - Other non-deductibles (ond)
- Operated in service kilometerage for the week
- Percentage of Kilometers operated
- Any extra Kilometers operated

### 3.3.2. Deductible and Non-Deductible Lost Kilometerage

In exceptional circumstances, where the Concessionaire can demonstrate to IM and DoT that lost kilometerage was out of the control of the Concessionaire and the Trip was missed due to peculiar traffic conditions,
rains, rallies, police action not specific to the Concessionaire, IM may waive the deductions. A classification of possible ‘lost kilometerage’ causes is set out in Annexure I. The Concessionaire would need to classify ‘lost kilometerage’ according to whether it is ‘deductible’ and therefore deemed to be within the control of the Concessionaire or ‘non-deductible’, caused by factors outside the Concessionaire’s control.

IM will determine the extent to which it is reasonable that none or only some of the lost kilometerage which is claimed to be non-deductible by the Concessionaire is Non-Deductible Lost Kilometerage. Such determination will be made on the grounds that the Concessionaire has failed to take all reasonable steps to overcome, avoid or minimize the effects of any events beyond its reasonable control.

3.4. Other Infractions

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category of Infraction</th>
<th>Reference Table for Infraction in Annexure J</th>
<th>Amount for Each Infraction for calculating Performance Claim/Deduction (in Rupees)</th>
<th>Time to Resolve for next higher slab in terms of Clause 3.3.4 of this Schedule (Bus related infraction)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A</td>
<td>Table 3.A</td>
<td>120/-</td>
<td>One day</td>
</tr>
<tr>
<td>2</td>
<td>B</td>
<td>Table 3.B</td>
<td>450/-</td>
<td>Two days</td>
</tr>
<tr>
<td>3</td>
<td>C</td>
<td>Table 3.C</td>
<td>1,200/-</td>
<td>Three Days</td>
</tr>
<tr>
<td>4</td>
<td>D</td>
<td>Table 3.D</td>
<td>1,875/-</td>
<td>Three Days</td>
</tr>
<tr>
<td>5</td>
<td>E</td>
<td>Table 3.E</td>
<td>3,000/-</td>
<td>One day</td>
</tr>
<tr>
<td>6</td>
<td>F</td>
<td>Table 3.F</td>
<td>Defined in Table 3.F</td>
<td>One day</td>
</tr>
</tbody>
</table>

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

3.4.2. Infractions can be identified by IM, a nominated person or agency based on visual checking, electro-mechanical reviews, reports from independent agencies and data from the Central Data Base of IM. IM shall have access to Concessionaire’s facilities in order to check such Infractions on a regular basis either through visits to the workshops and garages commonly used by the Concessionaire, or bus inspections at terminal points along the route during
service hours.

3.4.3. The Concessionaire may note that the formats provided in Annexure C, D, E and H are typical, but are subject to revision from time to time based on actual information, logistics and monitoring requirements.

3.4.4. In case of non-rectification of infraction within stipulated time to resolve, any subsequent repetition shall attract penalty of next higher slab with a ceiling of Rs. 3,750 per infraction. Thereafter, it will be binding on the Concessionaire not to operate the vehicle till rectification of the bus related infractions.

3.5. Accidents

3.5.1. Sanctions on Concessionaire Operating Staff

Based on information gathered through Driver Quality Monitoring, Engineering Quality Monitoring and Mystery Traveler audits IM reserves the right to impose specific sanctions by way of temporary suspension of operating staff of the Concessionaire. The length of suspension will be based on the type and severity of mis-conduct. The sanction could be for a maximum duration of up to the end of Concession Period.

3.5.2. Major or Fatal Accident Situations

In case of major or fatal accidents and collisions the Concessionaire shall additionally undertake the following activities:

(a) Direct the concerned driver to undergo a refresher course and pass a skills test in IDTR or any other institute(s) prescribed by IM.

(b) Undergo another medical checkup for eye sight conducted by a medical board authorized by IM.

(c) In the case of mechanical failure, re-certification of the bus for road worthiness based on a mechanical inspection by an agency authorized by IM.

(d) In addition to the above measures, IM shall impose a cash penalty of Rs. 1,00,000 (Rupees One Lakh) per fatality, in case of an accident involving a fatality. This penalty amount shall be adjusted for CPI-IW bi-annually. This financial penalty will be without prejudice to any other legal action against the Concessionaire taken by a court of law.

3.6. Other Issues Related to Monitoring

IM will manage operations with suitable software including inputs from global positioning system (GPS) or any other appropriate system. A GPS system can track speed and collect other data. Upon request of bodies such as GNCTD/
DoT / State Transport Authority/ Traffic Police etc., IM may be obliged to share information with them related to over-speeding, accidents, etc. based on data collected at the Central Data Base of IM. The Concessionaire may note that these agencies may decide to impose fines and penalties on their own based on applicable Laws.
Annexure A

QUALIFICATIONS, DUTIES AND RESPONSIBILITIES OF DRIVERS AND CONDUCTORS

A. Drivers

The Concessionaire shall ensure that the drivers deployed by him meet the qualifications and perform duties and obligations, as laid down hereunder.

1. Qualifications of Drivers

   (i) Academic qualifications for the drivers shall be minimum 10 + 2 class pass or as applicable by law.
   (ii) Drivers shall possess a valid HTV driving license and PSV badge valid in the NCT of Delhi.
   (iii) Drivers should have a good level of overall fitness so as to be able to walk, stand and sit while on duty.
   (iv) Drivers should be in prescribed uniform during their shift and badges should be worn at all times.
   (v) Drivers should be trained to operate on board equipment installed on the bus.
   (vi) The other requirement for drivers will be same as that laid down in the Motor Vehicle Act (MVA) 1988, Delhi Motor Vehicles Rules (DMVR) 1993 and STA, Delhi.

2. Duties and Responsibilities of Drivers

2.1 The Concessionaire shall ensure that deployed drivers shall, as a part of their duties and responsibilities:

   (i) shall perform a pre-trip inspection of the assigned vehicle;
   (ii) shall behave in a civil and orderly manner with passengers, prospective passengers and all other road users;
   (iii) shall be dressed in clean and specified uniform as prescribed in Permit Conditions for Private Stage Carriage Bus operation or as notified by STA, Delhi;
   (iv) shall maintain the vehicle in a clean and hygienic condition;
   (v) shall take all reasonable precautions to ensure that passengers are not endangered or unduly inconvenienced by the presence of luggage or freight, where luggage and freight is carried on vehicles in addition to passengers.
(vi) shall, where goods are carried on the vehicle in addition to the passengers, take all reasonable precautions to ensure that passengers are not endangered or unduly inconvenienced by the presence of the goods;

(vii) in the event of bus being unable to proceed to its destination on account of mechanical breakdown or other causes beyond the control of the driver, arrange to convey passengers to their destination in some other similar vehicle.

(viii) shall take all reasonable steps to facilitate inspection of bus, etc conducted by authorized officials of IM.

(ix) shall, on demand by any Police Officer, officer of the Transport Department, or any member of the State Transport Authority produce their identity card, display his/her license or badge for inspection.

(x) shall strictly adhere to the notified time table for arrival and departure of the vehicle from authorized depots and bus stands for the convenience of passengers.

The Concessionaire shall ensure that the drivers in no case shall:

(i) interfere with persons boarding or preparing to board other vehicles.

(ii) willfully deceive or refuse to inform any passenger the correct fare for their journey.

(iii) except for a good and sufficient reason, refuse to carry any person tendering the legal fare.

(iv) except for good and sufficient reasons require any person who has paid the legal fare to alight from the vehicle before the conclusion of his/her full journey.

(v) loiter, or unduly delay any journey. The driver shall proceed to the scheduled destination in accordance with the time table pertaining to the trip.

(vi) cause or allow anything to be placed in the vehicle in such a manner as to obstruct the entry or exit of passengers.

(vii) act as a tout or agent of any commercial establishment.

(viii) allow anybody to sit next to him/her, or distract his/her attention whilst driving.

B. Conductors

The qualification, duties, functions, conduct of conductors shall be governed by DMVR 1993, read with permit conditions.
Annexure B

MONITORING OF DRIVING STANDARDS

1. Introduction

The Driver Quality Monitoring (DQM) is an objective assessment of the standards of driving maintained in the provision of the Services. DQM will be undertaken by a third party professional contractor (the DQM Contractor) appointed by IM or its authorized agency, on behalf of DOT.

2. Monitoring Objectives

2.1. The objectives of DQM are to:

2.1.1 enhance the safety and comfort of passengers using the Services;

2.1.2 enhance the safety of members of the public and other road users by reducing accident rates;

2.1.3 demonstrate clear commitment to continuous improvement in driving standards on the Services with robust data;

2.1.4 provide objective professional appraisals that enable the Concessionaire to target its own activities to improve driving standards;

2.1.5 address concerns regarding the standard of driving provided in the provision of the Services raised through public correspondence and ongoing monitoring and surveys carried out by IM.

3. Methodology

3.1. DQM Assessors will not make themselves known to the driver and are not empowered to suspend or instruct drivers they regard as exhibiting serious faults. DQM Assessors will pay the appropriate cash fare or show a pass appropriate for their journey.

4. DQM Assessments

4.1. DQM Assessments may be undertaken by IM or its authorized agency where:

4.1.1. a particular route or the Concessionaire fail to meet IM’s required standards, as specified from time to time; and

4.1.2. public correspondence and/or any other source available to IM suggests that the Services are not meeting IM’s required standards, as specified from time to time.

4.2. DQM Assessments may be conducted at anytime.
5. DQM Assessments – Aspects Covered and Standards

5.1. The DQM Assessors are expected to make qualified, impartial and consistent judgment of the standard of driving experienced over a number of journeys.

5.2. The DQM Assessments are carried out under normal driving conditions and not test conditions. Each DQM Assessment will take a minimum of 20 minutes. A copy of the assessment form is attached at Appendix 1.

5.3. DQM Assessors will mark the standards of driving in terms of the following aspects:

5.3.1. aspects of driving to be assessed:
- smoothness of acceleration, braking and steering;
- care in the use of speed;
- speed on approach and into bus stops (and other appropriate bus infrastructure);
- speed through hazards and bends;
- negotiation of roundabouts, traffic lights;
- position on road and lane discipline;
- signaling and use of mirrors;
- positioning at bus stops (and other appropriate bus infrastructure); and
- distance between bus and other vehicles (moving and stationary).

5.3.2. external aspects to be noted:
- apparent condition (obvious problems which would make the driver’s job harder);
- prevailing light conditions (night / low winter sun, wet road, water-logged road etc.); and
- weather conditions.

5.4. An overall DQM Assessment will be given using the following codes and definitions:

5.4.1. **Code 1**: Fully Acceptable Drive. A journey on the bus that would be perceived by a passenger as being comfortable with no unexpected sudden movements.

5.4.2. **Code 2**: Acceptable Drive with Minor Faults. A journey where mistakes are made and passenger comfort is being eroded. The mistakes made are generally minor ones, which can be rectified through improved application of existing skills and/or driver training.
5.4.3. **Code 3A**: Unacceptable Drive with a Significant Fault. A journey where a mistake was made that could lead to an accident and/or which would cause a significant level of passenger discomfort. Otherwise the drive is acceptable.

5.4.4. **Code 3B**: Unacceptable Drive with Serious and/or Repeated Faults. A journey where the mistakes made are serious enough to have a high level of accident potential and passenger comfort is being severely compromised.

5.4.5. **Code 4**: Unacceptable Drive with Dangerous Faults. A journey where passengers’ or other road users/members of the public, lives are being put at risk as a result of the driver’s actions.

6. **Serious Incident Procedure**

6.1. Where the bus driver is considered to be under the influence of alcohol or drugs, the DQM agency nominated by IM will be required to report the salient details immediately to IM’s OCC who shall then contact the Concessionaire to request immediate action. The Concessionaire shall take steps to implement such action immediately. A full report of the incident will be emailed to the Concessionaire within 24 hours of the DQM Assessment being carried out.

7. **Driver Training and Uniform**:

   (a) The Concessionaire shall ensure that each drivers should undergo at least three (3) days of training in each calendar year. The data for the same should be maintained using biometric system.

   (b) **Drivers and Office Staff Uniforms**: The Concessionaire shall give at least 2 sets of uniforms to drivers and office staff in each year. The proof of the same shall be submitted to DoT and IM. Failure to provide uniforms would invite penalty as mentioned in this Schedule.
Driving Assessment Report Form

Date

Revisit

Destination

Time On

Time Off

From

Bus Reg. No.

To

Concessionaire

Route No.

Weather

Stopping – smoothly

Move off – safely

Stopping – position

Move off – control

Door operation

Use of all mirrors (MSM)

Moving off – timing

Give signals

Moving off – smoothly

Reaction to signals

Comfort – braking

Stopping safely

Comfort – acceleration

Lane discipline

Comfort – cornering

Road position

Anticipation

Roundabouts

Safety

Keep distance

Customer service

Adequate clearance

Dress

Use of speed

Overall assessment

Code 1 = Fully acceptable

Code 3A = Unacceptable with significant faults

Code 2 = Acceptable with minor faults

Code 3B = Unacceptable with serious/repeated faults

Code 4 = Unacceptable with dangerous faults

Traffic conditions

Passenger volume

Busy

Average

Quiet

Driving comments

Passenger comment

24
DAILY CHECK LIST OF EACH BUS IN A CLUSTER

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Bus No.</th>
<th>Time</th>
<th>Exterior Clean/Washed</th>
<th>Interior Swept/Cleaned</th>
<th>Exterior &amp; Interior lights in working order</th>
<th>No Visible dent(s) / scratch (more than 6 inches)</th>
<th>All safety glasses intact</th>
<th>All ITS equipment in working order</th>
<th>No unauthorized posters pasted on bus inside or outside</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
<td>(9)</td>
<td>(10)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List of operational parameters

- **Driving Quality:**
  - Driving speed
  - Stoppage at a bus-stop
  - Distance between bus and curb at bus-stop
  - Non-scheduled stoppages (coupled with door opening)
  - Violations of traffic rules (lane driving, jumping signals, over-speeding)
- **Bus Frequency**
• Average/max and min duration between the arrival of two buses at the stops of high-frequency routes
• Time of departure of the first trip from starting point of the route.
• Expected Vs. actual arrival/departure times at and from the first and stipulated bus-stops respectively for low frequency bus routes

• **Kilometerage Information**
  • Number of completed and incomplete journeys

• **Journey Experience**
  • Route taken (deviation from standard)
  • Journey duration
  • Number travelled in that journey,
  • Average, max, min boarders, de-boarders per stop en route

• **Miscellaneous Details:**
  • Ticketing options used – split between the modes (AFC, ETM, Emergency failover system)
Annexure D

**Daily Bus Operation Data**

Cluster no.:  
Concessionaire code:  
Date:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Route No.</th>
<th>Duty No.</th>
<th>Bus No.</th>
<th>Driver No.</th>
<th>Trips</th>
<th>Kilometers</th>
<th>Non-deductible, if Any with details</th>
<th>No. of Service Hours</th>
<th>No. of trip operated late (outside tolerance limits)</th>
<th>Details of Breakdown if any (Time, Type Code)</th>
<th>Details of accident if any (Time, Type Code)</th>
<th>Remarks, If Any</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
<td>(9)</td>
<td>(10)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| (1)    | (2)       | (3)      | (4)     | (5)        | (6)   | (7)        | (8)                                 | (9)                | (10)                                          |                                           |                                         |                |

| (1)    | (2)       | (3)      | (4)     | (5)        | (6)   | (7)        | (8)                                 | (9)                | (10)                                          |                                           |                                         |                |

| (1)    | (2)       | (3)      | (4)     | (5)        | (6)   | (7)        | (8)                                 | (9)                | (10)                                          |                                           |                                         |                |
**Bus Maintenance Data**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Bus No.</th>
<th>Maintenance due on (Kms)</th>
<th>Maintenance carried out on (Kms)</th>
<th>Whether carried out at authorized service centre</th>
<th>Entry No. in Bus Maintenance log book</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
</tr>
</tbody>
</table>
Annexure F

OPERATIONAL GUIDELINES

1. Incident Reporting

1.1. Incident Reporting

IM as an integrated mechanism needs to maintain the records of all incidents, which will be used for monitoring and investigation purposes. The Concessionaire will need to maintain the data of all incidents including these:

- Resulting in damage to the bus, third party vehicles or inanimate objects;
- Causing injury to bus passengers, bus crew or members of the public (including assaults) or animate objects; or
- Which could be considered to have safety implications (such as mechanical failure, fire, wheel loss etc.); and
- Traffic accidents and vandalism.

1.2. Immediate Reporting of Serious Incidents

1.2.1. The Concessionaire shall inform OCC of IM immediately on telephone, online bus communication system or any other available mode of communication, any of the following in so far as they relate to the provision of the Services:

- All incidents resulting in a fatality, or major injury or requiring medical attention;
- Robberies and assaults on passengers or staff;
- Low bridge/flyover strikes or other limited headroom obstructions;
- Fire on vehicles;
- Collisions resulting in any injury;
- Vandalism and public disorder (both on and off service vehicles);
- Safety critical bus failures (including wheel loss, brake failure or power surge); and
- Any incident of a like nature or that is likely to attract media attention.

1.2.2. The Concessionaire shall send information immediately to OCC after an event referred to in above Para has taken place, with the following information:

- Route number;
- Date, time and location of incident;
- Bus Registration No;
- A brief description of the incident;
• Details of any injuries sustained;
• Details of Police Case; and
• Any other information that may be required from time to time.

1.2.3. The Incident Report Form must be completed and submitted to OCC at the earliest opportunity.

1.2.4. The Concessionaire may be required to submit additional incident investigation reports as required by IM.

1.3. **Weekly Reporting of Other Incidents**

A full report for “other” incidents; i.e. those that do not fall under the definition of “serious” incidents, shall be reported as soon as is practically possible having regard to the reporting requirement as given above.

2. **Standard Guidelines for attending & dealing with on-the-Road Accidents/Incidents Involving Buses, Passengers &/or Staff**

2.1. **Introduction**

This section defines the respective responsibilities of the Concessionaire and IM in responding to and dealing with on-the-road accidents and other incidents actually involving buses, passengers and staff, and the effects of such accidents/incidents.

2.2. It is the primary responsibility of the Concessionaire, their staff and officials, to deal with the actual incidents. The Concessionaire must ensure that there are adequate resources and/or training of their own staff, in order that they can deal with these incidents including obtaining and reporting information to meet both the Concessionaire’s and IM’s requirements.

2.3. The Concessionaire needs to ensure that appropriate action is taken to minimise the effects on passengers, the Services and any other services operated under contract with or by Concession Agreement of IM. This includes arranging the transfer of passengers to any other suitable alternative Buses.

2.4. The Concessionaire should fill the Incident Report Form and submit it to OCC at the earliest.

2.5. The Concessionaire should not give interviews or comments to the media. If specifically asked for comments on the incident, the Concessionaire will refer the enquiry to the IM.
INCIDENT REPORT FORM

SECTION A (USE SEPARATE SHEET FOR ADDITIONAL INFORMATION OR CONTINUE OVERLEAF)

<table>
<thead>
<tr>
<th>Concessionaire:</th>
<th>Depot:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route Number:</td>
<td>Bus Registration NO:</td>
</tr>
<tr>
<td>Nature of Incident:</td>
<td>(Major/Minor/Fatality)</td>
</tr>
<tr>
<td>Date of Incident:</td>
<td>Time of Incident:</td>
</tr>
<tr>
<td>Location (including Road/Junction/Postcode):</td>
<td></td>
</tr>
</tbody>
</table>

Details of Persons Injured:
Include Name and Address/Age Sex/Injury
Address: Contact No. if available

Brief Details of Incident:
____________________________________________________________________
____________________________________________________________________

Damage Description:
Include All Vehicles/Infrastructure Involved
____________________________________________________________________

Signature
No: Date: Time: 

SECTION B (USE SEPARATE SHEET FOR ADDITIONAL INFORMATION OR CONTINUE OVERLEAF)

<table>
<thead>
<tr>
<th>Time Arrived at Scene:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Destination of bus:</td>
</tr>
<tr>
<td>Estimated Speed:</td>
</tr>
<tr>
<td>Driver Name:</td>
</tr>
<tr>
<td>Conductor Name:</td>
</tr>
<tr>
<td>In the vicinity of: pedestrian crossing/traffic lights/passenger queue/stopping place/mini roundabout/other road junction/bus lane</td>
</tr>
<tr>
<td>Police Station Jurisdiction:</td>
</tr>
<tr>
<td>Details of Other Witnesses:</td>
</tr>
</tbody>
</table>

31
Annexure G

TICKETING AND TICKETING EQUIPMENT

1. Introduction

IM is planning to implement an Automatic Fare Collection System (AFCS) on all stage carriage buses in Delhi. In the proposed AFCS, commuters will use Contactless Smart Cards for payment of fare in buses. In addition, for non-Smart Card holder passengers, there will be other ticketing options, which may include Electronic Ticketing Machines (ETMs). IM shall select an agency (ies) to supply, install, maintain and operate the AFCS System (“Service Provider for AFC System”). After selection of AFCS Provider, detailed guidelines and operating procedures will be formulated with respect to AFCS and intimated to the Concessionaire.

IM shall arrange to supply the Concessionaire with the ticketing equipment which may include the following, for the use by the Concessionaire in operating the services (“Ticketing Equipment”). IM shall determine the quantities of each item of equipment that will be supplied from time to time.

<table>
<thead>
<tr>
<th>Item</th>
<th>Main Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic Ticket Machine (ETM)</td>
<td>For issuing tickets against cash</td>
</tr>
<tr>
<td>ETM Charger</td>
<td>For charging the ETM on bus</td>
</tr>
<tr>
<td>Smart Card Validator (SCV)</td>
<td>Required to validate Smart Cards on bus.</td>
</tr>
<tr>
<td>Drivers Module</td>
<td>For collecting the transaction data and transferring fare table and configuration data</td>
</tr>
<tr>
<td>Depot Computer (with Printer and UPS)</td>
<td>To store and transmit data between the equipment on the buses and the central system.</td>
</tr>
<tr>
<td>Communication Module</td>
<td>For transfer of data between buses and Depot computer</td>
</tr>
<tr>
<td>Smart Card</td>
<td>Contactless Smart Card</td>
</tr>
</tbody>
</table>

2. Ticketing Equipment and Emergency Ticket Packs

2.1. IM or its nominated service provider shall supply to the Concessionaire such Ticketing Equipment and Emergency Ticket Packs in such volumes and of such type as IM in its reasonable opinion considers necessary for the Concessionaire to operate the services. The Ticketing Equipment and Emergency Ticket Packs shall remain the
property of IM and the Concessionaire shall not in any way act or refrain from acting in any way which may impair or affect IM’ or its nominated service provider (as the case may be) access to such Ticketing Equipment and/or Emergency Ticket Packs.

2.2. The type of Ticketing Equipment and/or Emergency Ticket Packs supplied pursuant to Para 2.1 may change from time to time and the Concessionaire shall co-operate fully with IM and its nominated service provider in respect of the introduction of any new types of Ticketing Equipment and/or Emergency Ticket Packs.

2.3. IM shall arrange to install the Ticketing Equipment in buses and issue, or arrange for the issue of other Ticketing Equipment and Emergency Ticket Packs at a location named by the Concessionaire.

2.4. The Concessionaire shall not without the prior written consent of IM use the Ticketing Equipment or the Emergency Ticket Packs for any purposes other than for the provision of bus passenger transport services on behalf of and under contract to IM.

2.5. The Concessionaire shall not without the prior written consent of IM use other types of ticket issuing and/or pass recording equipment for the purposes of operating the services or for any purposes associated therewith.

2.6. The Concessionaire shall, in no case, remove or tamper with the Ticketing Equipment.

2.7. Except as otherwise specifically authorized, all installation, removal and maintenance of the Ticketing Equipment shall be undertaken by IM or its service provider and subject to provision of Para 2.17 shall be undertaken at IM’s expense. The Concessionaire shall permit IM or its nominated service provider, access to the Concessionaire’s vehicles at all reasonable times for the purposes of installation or removal of Ticketing Equipment and for the purposes of servicing, maintenance or repair of Ticketing Equipment.

2.8. The Concessionaire shall permit IM or its nominated service provider to do such works as are necessary to carry out the installation on or removal of Ticketing Equipment from the Concessionaire’s vehicles. IM shall ensure that all such works shall be done with reasonable skill and care.

2.9. The Concessionaire shall ensure that Ticketing Equipment is made available to IM or its nominated service provider for the purposes of servicing, maintenance or repair as and when required by IM or requested by the Concessionaire.

2.10. All vehicles used in the operation of the services shall be fitted with the Ticketing Equipment provided pursuant to Para 2.1.

2.11. In case, the Concessionaire intends to withdraw any vehicle from the operation, the Concessionaire shall apply to IM, a minimum of 1 (one) week prior to the date of withdrawal, for removal of any Ticketing Equipment from such vehicle.

2.12. The Concessionaire shall be responsible for the safe-keeping of the Ticketing Equipment and Emergency Ticket Packs unless they are in the possession of IM or its
nominated service provider (not being the Concessionaire) and any costs incurred or revenue potentially lost as a result of loss or misuse of the Ticketing Equipment and/or Emergency Ticket Packs shall be paid to IM by the Concessionaire.

2.13. The Concessionaire shall operate the Ticketing Equipment and take such steps as are necessary to keep it in good working order in accordance with instructions and procedures issued by IM or its nominated service provider to the Concessionaire from time to time.

2.14. The Concessionaire shall make use of the Emergency Ticket Packs in accordance with the provisions of Para 6.0.

2.15. In case any Ticketing Equipment which is lost or damaged by reason of the Concessionaire, its employees, contractors or agents:

2.15.1. carrying out any modification, adjustment, repair or maintenance of the Ticketing Equipment without the prior written consent of IM;

2.15.2. tampering or interfering with or applying any attachments to the Ticketing Equipment which have not been authorised by IM;

2.15.3. failing to install the parts of the Ticketing Equipment for which it has responsibility for installation in a proper and careful manner;

2.15.4. failing to look after or to keep the Ticketing Equipment securely;

2.15.5. failing to use the ticket rolls and/or other material supplied by IM, in the manner prescribed by IM from time to time;

2.15.6. subjecting the Ticketing Equipment to unusual physical or electrical stress; or

2.15.7. failing to exercise due skill and care in handling the Ticketing Equipment or neglecting or misusing the Ticketing Equipment

The same shall be repaired or replaced at the expense of the Concessionaire or, if IM requires, the Concessionaire shall pay to IM a sum equal to the full replacement value of such Ticketing Equipment.

2.16. Upon expiry or termination of the Concession Agreement, the Concessionaire shall immediately return all Ticketing Equipment and Emergency Ticket Packs supplied hereunder to IM. If the Concessionaire fails to return the Ticketing Equipment and/or Emergency Ticket Packs, IM or its nominated service provider shall have the right to enter the Concessionaire’s premises and vehicles to recover the same. The Concessionaire shall pay to IM a sum equal to the full replacement value of any such Ticketing Equipment not returned to or recovered by IM and, in the case of Emergency Ticket Packs a sum equal to the total value of the contents of the same as if the Emergency Ticket Pack had not been opened and no tickets issued from it in respect of any Emergency Ticket Pack not returned to or recovered by IM.
3. Ticket Rolls and Other Material

3.1. IM or its nominated service provider shall supply to the Concessionaire ticket rolls and other material (viz. consumables, spares), as may be required to operate/use Ticketing Equipment, in such volumes and of such type and at such frequencies as IM in its reasonable opinion considers necessary for the Concessionaire to operate the services.

3.2. The Concessionaire shall not without the prior written consent of IM use the ticket rolls and/or other material supplied pursuant to Para 3.1 for any purposes other than for the provision of the services.

3.3. The Concessionaire shall not use the ticket rolls and/or other material other than those provided by IM or its nominated service provider for the purposes of operating the services.

3.4. The Concessionaire shall be responsible for the safekeeping of the ticket rolls and other material unless they are in the possession of IM or its nominated service provider (not being the Concessionaire) and any costs incurred as a result of loss or misuse of the ticket rolls or other material shall be paid to IM by the Concessionaire.

3.5. Upon expiry or termination of the Concession Agreement the Concessionaire shall immediately return all unused ticket rolls and other material supplied hereunder to IM. If the Concessionaire fails to return the ticket rolls and/or other material, IM shall have the right to enter the Concessionaire’s premises to recover the same. The Concessionaire shall pay to IM a sum equal to the full replacement value of any such ticket rolls and/or other material not returned to or recovered by IM.

4. Information and Data From Ticketing Equipment

4.1. The Concessionaire shall provide and make available to IM or its nominated service provider all passenger journeys, revenue receipts, ticket issued and other data in agreed electronic formats.

4.2. The Concessionaire shall provide to IM any such information in respect of passenger journey, revenue receipts and ticket issue as IM may reasonably require from time to time.

4.3. IM shall have the rights to audit revenue data and the rights associated therewith.

5. Rights of Access to and Audit of Revenue Data

5.1. The Concessionaire shall maintain systems which accurately record and control the Concessionaire’s handling of fares revenue and payment of the same to IM, Ticketing Equipment, Emergency Ticket Packs and any other equipment or items provided by IM or its nominated service provider to the Concessionaire for the provision of the services as follows:
5.1.1. the Concessionaire’s allocation of Ticketing Equipment and Emergency Ticket Packs to vehicles and/or staff;
5.1.2. the location of Ticketing Equipment and Emergency Ticket Packs and other items provided by IM or its nominated service provider;
5.1.3. duties worked against receipts paid in by duty;
5.1.4. ticket sales information to cash paid in reports;
5.1.5. the Concessionaire’s procedure for dealing with paying in irregularities (e.g., more or less cash being paid in that is being accounted for on the Ticketing Equipment); and
5.1.6. the Concessionaire’s procedure for ensuring that all on-bus fares revenue collected on the services is paid to IM

and shall undertake regular checks of these systems in order to test their effectiveness and put in place such measures as are necessary to eliminate any shortfalls in these areas.

5.2. The Concessionaire shall provide to IM details, as required, (including full documentation) of the systems adopted in accordance with the requirements of Para 5.1 and any other data security procedures adopted by the Concessionaire to maintain accurate and reliable records of sales information. IM shall have the right to audit all such systems.

5.3. The Concessionaire shall at its own expense comply with any reasonable recommendations of IM in relation to amendment or implementation of procedures relating to the above.

5.4. The Concessionaire shall keep all records relating to revenue including a receipt for each duty operated or in the absence of this a ticket machine waybill for each duty operated for a minimum of 6 (six) months, all data from the Ticketing Equipment for a minimum of 12 (twelve) months, all accounting records for the period of 5 years, provided that if data, records or information shall fall into more than one of the aforementioned categories such data, records or information shall be kept for the longer period indicated.

5.5. IM shall have a right of access, on giving reasonable notice, to the Concessionaire’s premises in order to exercise the rights of audit set out in Para 5.1 and 5.2 and in order to inspect fares revenue receipt information, Ticketing Equipment, Emergency Ticket Packs and any other equipment or item provided by IM or its nominated service provider to the Concessionaire and any other accounting records or supporting information kept by the Concessionaire relating to the provision of the services.

5.6. IM shall have the right to take copies of such records and information referred to in Para 5.1 as are necessary in connection with any audit carried out pursuant to Para 5.1 and 5.2. The Concessionaire shall allow copies to be taken on its copying equipment at no cost to IM.
5.7. In the case of Ticketing Equipment, Emergency Ticket Packs and any other equipment or items provided by IM or its nominated service provider to the Concessionaire, IM reserves the right to instruct the Concessionaire to carry out its own audit of this equipment and items in such form as IM may reasonably request and provide the results of such audit to IM.

6. Fare Collection Arrangements and Ticket Checking

6.1. The Concessionaire shall ensure that its drivers and other staff as appropriate carry out and comply with the following procedures (as amended from time to time by IM).

6.2. Emergency Ticket Packs

6.2.1. The Concessionaire shall ensure that on commencement of duty the driver will have issued to him/her an Emergency Ticket Pack which bears a uniquely identifying serial number.

6.2.2. In the event of the ticket machine becoming inoperable during the duty the Emergency Ticket Pack will be opened and the tickets issued in lieu of tickets from the ticket machine. Each Emergency Ticket Pack ticket is individually numbered and denotes a value.

6.2.3. The Emergency Ticket Pack will contain a waybill which must be completed in full showing details of the tickets issued and at the end of the duty the Emergency Ticket Pack (complete with unused tickets) and the waybill shall be handed in by the driver at the Depot.

6.2.4. The Concessionaire shall check the completion of the waybill and shall return all part used Emergency Ticket Packs and the accompanying waybills to IM, or where notified to its contractors or agents each week.

6.2.5. The used Emergency Ticket Pack will be replaced by IM or where notified its contractor or agent with a uniquely serial numbered new Emergency Ticket Pack.

6.2.6. All monies collected or received by the Concessionaire as a result of the use of Emergency Ticket Packs shall be paid to IM by the Concessionaire.

7. Re-issued Tickets

7.1. Under no circumstances, whatsoever, used or withdrawn tickets may be re-issued. Drivers must not have used tickets in their possession at any time.
# Annexure H

## LIST OF STATUTORY CERTIFICATIONS

Cluster no.:  
Concessionaire code:  
Date :

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Bus No.</th>
<th>COF</th>
<th>PUCC</th>
<th>CNG Leakage Test Details</th>
<th>Insurance Details</th>
<th>Road Tax Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Certific ate No.</td>
<td>Date of Issue</td>
<td>Valid upto</td>
<td>Certific ate No.</td>
<td>Date of Issue</td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure I

LOST KILOMETERAGE CLASSIFICATION & CAUSES - DEDUCTIBLE AND NON-DEDUCTIBLE

1. Staff (Deductible)
   1.1. In service kilometerage not operated due to staff causes may include (but is not limited to):
      1.1.1. Insufficient staff to cover the service including shortage, sickness or absence, industrial action etc.
      1.1.2. Sickness on duty (part loss).
      1.1.3. Suspension of driver or conductor (without replacement).

2. Mechanical (Deductible)
   2.1. In service kilometerage not operated due to mechanical causes may include (but is not limited to):
      2.1.1. Insufficient buses to cover the service.
      2.1.2. Non-serviceable bus.
      2.1.3. Breakdowns en-route.

3. Other Deductible
   3.1. In service kilometerage not operated due to something over which the Concessionaire has an element of control but which is not covered by staff or mechanical causes may include (but is not limited to):
      3.1.1. Staff error or unauthorised curtailments by staff.
      3.1.2. A bus blocked in the garage and unable to depart on time.
      3.1.3. A bus running out of fuel en-route.
      3.1.4. Where a bus in service has to be withdrawn due to a defective radio.
      3.1.5. Where the reason for the lost Kilometerage is unknown or is in doubt.

4. Traffic (Non-Deductible)
   4.1. In service kilometerage not operated due to traffic causes may include (but is not limited to):
      4.1.1. Curtailments or lost journeys arising from the effect of traffic congestion whatever the cause.
4.1.2. Losses arising from staff being late in reaching changeover points must not be included unless it can be shown that the staff left the garage on time and that the allowed running time from garage to changeover point is adequate under normal circumstances.

4.1.3. Losses arising from road traffic accidents involving the Concessionaire’s vehicle.

5. Other Non-Deductible

5.1. In service kilometerage not operated due to something beyond the Concessionaire’s reasonable control but which is not covered by traffic causes may include (but is not limited to):

5.1.1. Incidents

Any kilometerage losses resulting from incidents reportable to OCC (as defined in Incident Reporting).

Non-deductible losses apply only to the day the incident occurred and should not exceed the remainder of the duty in question unless exceptional circumstances are explained. For road traffic accidents or vandalism whilst in service it must be demonstrated that action was taken as quickly as possible to render the vehicle(s) fit for service. Evidence must be readily available to show the number of vehicles affected, incident times, the extent of the damage, engineers action etc.

5.1.2. Disasters

Where a major occurrence requires a fundamental change to the planned operation, for example accidents or explosions.

Losses arising from traffic congestion caused by these events will be classified as non deductible.

5.1.3. Road Closed/Blocked

Where vehicles are ‘turned back’ or prevented from completing part of the route, for example security alerts, diversions, or roads blocked.

Losses arising from traffic congestion caused by these events should be classed as non deductible.
Annexure J

CATEGORY WISE LIST OF INFRACTION

Table 3.A : Category A Infraction

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Safety</td>
</tr>
<tr>
<td>1</td>
<td>Damaged/Missing window safety guard rails</td>
</tr>
<tr>
<td>2</td>
<td>Loose electrical wiring/ tampering with electrical wiring harness</td>
</tr>
<tr>
<td>3</td>
<td>Missing, expired or unspecified medicines in the first aid box or kit</td>
</tr>
<tr>
<td>4</td>
<td>Lack of specified fire extinguishers, empty or partially empty fire extinguishers that are beyond the date of expiry, or do not specify the expiry date.</td>
</tr>
<tr>
<td>5</td>
<td>Defective, damaged, or an otherwise inoperative wheelchair ramp.</td>
</tr>
<tr>
<td>6</td>
<td>Damaged floor, steps, hatches, or hatch covers inside the bus</td>
</tr>
<tr>
<td>7</td>
<td>Missing, damaged, or loosely hanging rub rails, hand grab rails, and hand holds</td>
</tr>
<tr>
<td>8</td>
<td>Missing, broken, or loosely hanging, seat belts, or wheel chair anchorages</td>
</tr>
<tr>
<td>9</td>
<td>Missing, non operative, or blackened saloon lights, indicator lights, wiper system, wiper blades, prescribed horn and any indicating instruments (per item)</td>
</tr>
<tr>
<td>10</td>
<td>Fixing any additional lights, gadgets, guards, fixtures, etc. on the exterior of the bus in contravention to the Applicable Laws.</td>
</tr>
<tr>
<td>11</td>
<td>Fitment of radio, music system, or any other gadgets inside the bus in contravention to the Applicable Laws.</td>
</tr>
<tr>
<td></td>
<td>Operations</td>
</tr>
<tr>
<td>12</td>
<td>Not stopping at authorized bus stops on the Route</td>
</tr>
<tr>
<td>13</td>
<td>Delaying operation of Stage Carriage Services without cause.</td>
</tr>
<tr>
<td>14</td>
<td>Parking vehicles in stations against permitted rules and regulations.</td>
</tr>
<tr>
<td>15</td>
<td>Driver smoking while on board the bus</td>
</tr>
<tr>
<td>16</td>
<td>Picking and dropping passengers at unauthorized bus stops</td>
</tr>
<tr>
<td></td>
<td>Quality</td>
</tr>
<tr>
<td>17</td>
<td>To operate vehicle with visible dents that are more than 6” in depth.</td>
</tr>
<tr>
<td>18</td>
<td>Oil spillage on wheel rims, hubs, tyres, etc</td>
</tr>
<tr>
<td>19</td>
<td>Discoloration, peeling paint, or unpainted repair work inside the bus or on any of its items</td>
</tr>
</tbody>
</table>

Table 3.B : Category B Infraction

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Safety</td>
</tr>
<tr>
<td>1</td>
<td>Running the bus with a lux level less than 70 in the saloon area</td>
</tr>
<tr>
<td>2</td>
<td>To operate with defective front, side and/or back brake lights</td>
</tr>
<tr>
<td>3</td>
<td>Section of handrail loose or with sharp edges</td>
</tr>
</tbody>
</table>
## Description of the infraction

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Inadequate operation of passenger access doors, either due to damage or incorrect operation which affects the boarding and alighting of passengers</td>
</tr>
<tr>
<td>5</td>
<td>Defective, emergency exits and hatches or damaged or bent bumpers</td>
</tr>
<tr>
<td>6</td>
<td>Not adhering to required staff training schedules and programs.</td>
</tr>
</tbody>
</table>

### Operations

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Removal of catalytic convertor or running the bus without a working catalytic converter, or not replacing the catalytic converter when required</td>
</tr>
<tr>
<td>8</td>
<td>Not carrying a Passenger Complaint Book or a refusal to give the Passenger Complaint Book on demand to a passenger or a IM’ representative</td>
</tr>
<tr>
<td>9</td>
<td>Parking Stage Carriage Buses in places other than those prescribed by IM</td>
</tr>
<tr>
<td>10</td>
<td>Deviating from the route of a service without the prior authorization or instruction of IM/Police without due cause</td>
</tr>
<tr>
<td>11</td>
<td>Not assisting wheel-chair passengers and the mobility impaired in boarding/alighting/anchoring their wheel chair, or in accessing and egressing from the bus. Refusing to provide all necessary support to the mobility impaired.</td>
</tr>
<tr>
<td>12</td>
<td>Failed to provide uniform to drivers in terms of para 7 of Annexure B of this Schedule.</td>
</tr>
</tbody>
</table>

### Quality

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Dirty vehicle, outside or inside, at the beginning of the journey</td>
</tr>
<tr>
<td>14</td>
<td>Damaged, broken, loosely fitted, or missing passenger seats</td>
</tr>
<tr>
<td>15</td>
<td>Display of incorrect passenger route information, inadequately lit or illegible display of passenger information at any of designated locations for displaying passenger information on the bus</td>
</tr>
<tr>
<td>16</td>
<td>Not complying with Pollution Control Norms and/or allowing the vehicle to emit a high level of visible exhaust (smoke).</td>
</tr>
<tr>
<td>17</td>
<td>Display of slogans, posters on the bus without prior approval of IM.</td>
</tr>
</tbody>
</table>

### Table 3.C : Category C Infraction

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Safety</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR</td>
</tr>
<tr>
<td>2</td>
<td>To drive with lights off in the saloon area and/or destination boards after lighting up time</td>
</tr>
<tr>
<td>3</td>
<td>Use of unauthorized electronic equipment by the driver while driving (Cell Phones, Walkman etc.)</td>
</tr>
<tr>
<td>4</td>
<td>Causing minor road accidents</td>
</tr>
<tr>
<td>5</td>
<td>Violation of any of the legal requirements related to registration, operation and maintenance of the buses</td>
</tr>
<tr>
<td>6</td>
<td>Fitment of an Air Pressure Horn</td>
</tr>
<tr>
<td>7</td>
<td>Driving the bus in a defective condition, running out of fuel en-route</td>
</tr>
<tr>
<td>8</td>
<td>Non-maintenance of CNG vent piping meant for allowing leaked gases to escape.</td>
</tr>
</tbody>
</table>
Operations

9  Operating unauthorized trips such as trips which do not form part of the Schedule

10  Tampering On-board Equipment

11  Driver quarrelling with passenger(s) or road users or otherwise ill treating passengers or other road users.

12  Operational staff working beyond authorized working hours permitted under Applicable Laws.

13  Use of drivers without proper registration

Quality

14  To use or modified colors and designs of the external paintwork of the vehicle outside the standards parameters as notified by Transport Department, GNCTD

15  To place advertising material not authorized by IM or to infringe regulations regarding advertising material in vehicles

Table 3.D : Category D Infraction

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Damaged, or over worn tyres, poor quality retreading of tyres, poorly inflated tyres etc.</td>
</tr>
<tr>
<td>2</td>
<td>Causing Major road accidents.</td>
</tr>
<tr>
<td>Miscellaneous - Contractual Compliances</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Failure to deliver incident information on time, as required by IM as specified in the Concession Agreement</td>
</tr>
<tr>
<td>4</td>
<td>To refuse to accept the visits of IM inspectors or authorized representatives. To hide information or to provide partial or erroneous information.</td>
</tr>
<tr>
<td>5</td>
<td>To implement administrative and accounting practices which impair the reliability of the accounting and financial information which the Concessionaire is required to keep in accordance with this Agreement.</td>
</tr>
<tr>
<td>6</td>
<td>To transfer title of any Bus without prior written authorization of IM.</td>
</tr>
<tr>
<td>7</td>
<td>Failure to provide adequate information to IM/ Police/ DoT in relation to accident/s, injury to persons, damage to public / third party property</td>
</tr>
<tr>
<td>8</td>
<td>Employing staff who do not meet Permit Conditions</td>
</tr>
<tr>
<td>9</td>
<td>Misinformation or an attempt to hide anti-social incidents on the bus or accidents en-route</td>
</tr>
<tr>
<td>10</td>
<td>Driver carrying weapons/arms of any kind on board the bus/ on person while on duty</td>
</tr>
<tr>
<td>11</td>
<td>To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR</td>
</tr>
</tbody>
</table>

Table 3.E : Category E Infractions

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Over speeding, rash driving (driving bus beyond prescribed speed limit as notified from time to time)</td>
</tr>
</tbody>
</table>
2. Driving drunk on duty or driving the bus while in a drunken state
3. Tampering of speed governors
4. Jumping red lights, stopping the bus beyond the stop line at traffic signals

**Category F Infractions**

Table 3.F: Details of Infractions, which shall be measured on the basis of random sample checks conducted by IM’ authorized officials.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1F</td>
<td>Driver not wearing prescribed dress, badges, shoes, etc</td>
</tr>
<tr>
<td>2F</td>
<td>Dirty vehicle, outside or inside at the beginning of the journey.</td>
</tr>
<tr>
<td>3F</td>
<td>Not carrying a valid driving license, identity card or driving authorization, etc.</td>
</tr>
<tr>
<td>4F</td>
<td>Not carrying the correct vehicle registration certificate, vehicle insurance, PUCC, any other prescribed document, etc</td>
</tr>
<tr>
<td>5F</td>
<td>Broken side, front or back window, glasses or wind screen glasses</td>
</tr>
<tr>
<td>6F</td>
<td>Defective, damaged electronic PIS</td>
</tr>
</tbody>
</table>

The deductions and the incentives for the above performance standards will be as per the following:

<table>
<thead>
<tr>
<th>Average Score per bus</th>
<th>Incentive / Deduction for the fleet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1</td>
<td>Incentive of Rs. 750X No. of total buses in the cluster</td>
</tr>
<tr>
<td>1 or more, less than 2</td>
<td>Incentive of Rs. 150 X No. of total buses in the cluster</td>
</tr>
<tr>
<td>2 or more, less than 4</td>
<td>Penalty of Rs. 300 X No. of total buses in the cluster</td>
</tr>
<tr>
<td>4 or more</td>
<td>Penalty of Rs. 750 X No. of total buses in the cluster</td>
</tr>
</tbody>
</table>

**Checking Modalities:**

The performance of the Concessionaire shall be evaluated on monthly basis, at the discretion of IM. In order to measure the performance of the Concessionaire on the above parameters, sample checks shall be conducted by IM’ authorized officials on a random basis. At least one random check shall be carried during the month. However, IM reserves the right to conduct more than one check during any given month, in which case the average of all checks conducted during the month shall be considered. In case, due to any reason, no check is carried out during a month, no incentive or deduction shall be applicable.

Each bus that is checked shall be assigned a score on a scale from 0 to 6 (0 being Very Good and 6 being Very Poor) based on infractions observed during the checks. The average score shall be computed for all the buses checked during the fortnight. The incentive and deduction for the fleet shall be computed and applied during the fortnight, as per the applicable slab.
Example:

A Concessionaire holds a fleet of 80 buses. Every fortnight, 8 buses shall be checked on random basis for infractions mentioned in Table 3F. Each bus will be ranked for each infraction on a scale from 0 to 6. Let the score obtained by each bus for various infractions are the following:

<table>
<thead>
<tr>
<th></th>
<th>Bus 1</th>
<th>Bus 2</th>
<th>Bus 3</th>
<th>Bus 4</th>
<th>Bus 5</th>
<th>Bus 6</th>
<th>Bus 7</th>
<th>Bus 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infraction 1F</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Infraction 2F</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Infraction 3F</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Infraction 4F</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Infraction 5F</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Infraction 6F</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2</strong></td>
<td><strong>3</strong></td>
<td><strong>0</strong></td>
<td><strong>5</strong></td>
<td><strong>6</strong></td>
<td><strong>1</strong></td>
<td><strong>4</strong></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>

The total score for all the buses checked is 23. The average score per bus is 23 divided by 8 (No. of buses checked) i.e. 2.9. The deduction applicable for the month shall be 300 multiplied by the total number of buses in the fleet i.e. 80, which works out to Rs. 24,000.
Appendix K

**COMPLIANCE FORMAT**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Model No.</th>
<th>Chassis Number</th>
<th>Engine Number</th>
<th>Registration Details</th>
<th>Fitness Details</th>
<th>Permit Details</th>
<th>Insurance</th>
<th>Road Tax</th>
<th>PUCC Detail</th>
<th>CNG Leakage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**SCHEDULE 4**

**SUBSTITUTION AGREEMENT**

THIS SUBSTITUTION AGREEMENT is entered into on this the __________ day of __________ 202__ at ____________.

**AMONGST**

The President of India, acting through the Secretary and Commissioner, Transport Department and having its principal office at 5/9 Under Hill Road, Delhi 110006 (hereinafter referred to as the “DoT” which expression shall unless repugnant to the context or meaning thereof include its, successors and assigns) of the First Part;

________________________ a company incorporated under the provisions of the Companies Act, 2013/ a Scheduled Caste/Scheduled Tribe Co-operative Society registered under the Delhi Co-operative Societies Act, 2003 and having its registered office at ****, (hereinafter referred to as the “Concessionaire” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes) of the Second Part; and

____________________________  [name and particulars of Lenders’ Representative] and having its registered office at __________ , acting for and on behalf of the Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the “Lenders’ Representative”, which expression shall unless repugnant to the context or meaning thereof include its successors and trustees for the time being) of the Third Part;

**WHEREAS:**

(A) DoT has entered into a Concession Agreement dated __________ with the Concessionaire (the “Concession Agreement”) for operation of Stage Carriage Services in Delhi for Cluster No.__ (specify Cluster No.).

(B) The Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Documents.

(C) The Lenders have requested DoT to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the rights of the Concessionaire under the Concession Agreement to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.
(D) In order to enable implementation of the Project including its financing, procurement, construction, operation and maintenance, DoT has agreed and undertaken to transfer and assign the rights of the Concessionaire under the Concession Agreement to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

(E) With a view to facilitate financing of the Project by the Concessionaire, and in pursuance of Clause 11.7 of the Concession Agreement, DoT and the Concessionaire have agreed to enter into Substitution Agreement being these presents with the Lenders representatives.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Substitution Agreement, the following words and expressions shall have the meaning hereinafter respectively assigned to them:

“Agreement” means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement.

“Financial Default” means occurrence of a material breach of the terms and conditions of the Financing Documents or a continuous default in Debt Service by the Concessionaire for a minimum period of _______(_).

“Financing Documents” means the documents executed by the Concessionaire in respect of financial assistance provided by the Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) required for the implementation of the Project.

“Lenders’ Representative” means the person referred to as the Lenders’ Representative in the foregoing Recitals.

“Nominated Company” means a company, incorporated under the provisions of the Companies Act, 1956/ a Scheduled Caste/Scheduled Tribe Co-operative Society registered under the Delhi Co-operative Societies Act, 2003, selected by the Lenders’ Representative, on behalf of Lenders, and proposed to the DoT for assignment/transfer of the rights of the Concessionaire under the Concession Agreement as provided in this Agreement.
“Notice of Financial Default” shall have the meaning ascribed thereto in Clause 3.2.1.

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders’ Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders’ Representative, acting for and on behalf of Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

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

1.2.4 The rules of interpretation stated in Clauses 1.2 and 1.3 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Concessionaire hereby assigns the rights, title and interest of the Concessionaire under the Concession Agreement to, and in favour of, the Lenders’ Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Lenders under the Financing Documents.

3 SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders’ Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.1.2 The DoT hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders’ Representative in accordance with this Agreement.
3.1.3 Notwithstanding anything contained under sub-clause 3.1.2 above, the DoT shall have the paramount right to reject the Nominated Company selected by the Lenders’ Representative without assigning any reasons thereof.

3.2 Substitution upon occurrence of Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders’ Representative may issue a notice to the Concessionaire (the “Notice of Financial Default”) along with particulars thereof, and send a copy to DoT for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Concessionaire shall have the right to cure such Financial Default, to the satisfaction of the Lenders’ Representative, within a period of ________(_) days from the date of receipt of Notice of Financial Default (hereinafter referred to as “the Cure Period”), failing which the Lenders’ Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Documents, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3 At any time after the expiry of the Cure Period, the Lenders’ Representative may request DoT to terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders’ Representative and the Concessionaire, the DoT may extend the aforesaid Cure Period by a period not exceeding ________(_) days.

3.3 Substitution upon occurrence of Concessionaire’s Event of Default

3.3.1 Upon occurrence of a Concessionaire’s Event of Default, the DoT shall by a notice inform the Lenders’ Representative of its intention to issue a Termination Notice and grant Fifteen (15) days time to the Lenders’ Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

3.3.2 In the event that the Lenders’ Representative makes a representation to DoT within the period of Fifteen (15) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders’ Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of one hundred and eighty (180) days from the date of such representation, and DoT shall withhold Termination for the aforesaid period of one hundred and eighty (180) days; provided that upon written request from the Lenders’ Representative and the Concessionaire, DoT shall extend the
aforesaid period of one hundred and eighty (180) days by a period not exceeding ninety (90) days.

3.4 Procedure for substitution

3.4.1 DoT and the Concessionaire hereby agree that on or after the date of expiry of Cure Period or the date of representation to the DoT under Clause 3.3.2, as the case may be, the Lenders’ Representative may, without prejudice to any of the other rights or remedies of the Lenders, invite, negotiate and procure offers, either by public auction or tenders for the implementation of the Project to the Nominated Company upon such Nominated Company’s assumption of the liabilities and obligations of the Concessionaire towards operation of the Stage Carriage Services under the Concession Agreement and towards the Lenders under the Financing Documents.

3.4.2 The Nominated Company shall, in any event whatsoever, in order to be eligible for substitution in place of the Concessionaire, be required to fulfil the eligibility criteria that were laid down by DoT in RFQ and/or RFP Document for short listing the bidders for award of the Project; provided that the Lenders’ Representative may represent to the DoT that all or any of such criteria may be waived in the interest of the Project, and if the DoT determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders’ Representative shall request DoT to:

(a) accede to the request to transfer to the Nominated Company the right to implement the Project in accordance with the provisions of the Concession Agreement;

(b) endorse and transfer the rights of the Concessionaire, under the Concession Agreement, to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and

(c) enter into a Substitution Agreement with the Lenders’ Representative and the Nominated Company on the same terms as are contained in the Concession Agreement.

3.4.4 If DoT has any objection to the transfer of the rights of the Concessionaire under the Concession Agreement in favour of the Nominated Company in accordance with this Agreement, it shall within Thirty (30) days from the date of request made by the Lenders’ Representative, give a reasoned order after hearing the Lenders’ Representative.

Provided that in the event of such objection by DoT, the Lenders’ Representative may propose another Nominated Company whereupon
the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.5 **Selection to be binding**

The decision of the Lenders’ Representative and DoT in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders’ Representative or the Lenders or the DoT taken pursuant to this Agreement including the transfer/assignment of the rights of the Concessionaire under the Concession Agreement in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire’s shares. It is hereby acknowledged by the Parties that the rights of the Lenders’ Representative are irrevocable and shall not be contested in any proceedings before any court or Tribunal and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain DoT or the Lenders’ Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders’ Representative.

4 **PROJECT AGREEMENTS**

4.1 **Substitution of Nominated Company in Project Agreements**

The Concessionaire shall ensure and procure that each agreement entered into with supplier, vendors, service provider, contractor for the Project contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company’s assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5 **TERMINATION OF CONCESSION AGREEMENT**

5.1 **Termination upon occurrence of Financial Default**

At any time after the expiry of the Cure Period, the Lenders’ Representative may by a notice in writing require DoT to terminate the Concession Agreement forthwith, and upon receipt of such notice, DoT shall undertake Termination under and in accordance with the provisions of the Concession Agreement.

5.2 **Termination when no Nominated Company is selected**

In the event that no Nominated Company acceptable to DoT is selected and recommended by the Lenders’ Representative within the period of one hundred and eighty (180) days or any extension thereof as set forth in Clause 3.3.2, DoT may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 **Realisation of Debt Due**
DoT and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders’ Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

6.1 This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:
(a) Termination of the Concession Agreement; or
(b) no sum is outstanding to the Lenders under the Financing Documents.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Concessionaire will indemnify, defend and hold DoT and the Lenders’ Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the 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.

7.1.2 DoT 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 DoT to fulfil 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, arising out of acts done in discharge of their lawful functions by DoT, its officers, and agents.

7.1.3 The Lenders’ Representative 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 Lenders’ Representative to fulfil its obligations under this Agreement, materially and adversely affecting the 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 Lenders’ Representative, its officers and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the “Indemnified Party”), it shall notify the other Party responsible for indemnifying such claim hereunder (the
“Indemnifying Party”) within Fifteen (15) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution: Arbitration

(a) Procedure

Any Dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within thirty (30) days of receipt of such intimation the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

(b) Place of Arbitration

The place of arbitration shall be at Delhi but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere in India.

(c) English Language

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

(d) Performance during Arbitration

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

(e) Costs

Each of the Parties to this Agreement shall bear their own respective costs for and during the Arbitration and shall not raise any claim in respect thereof as against the other Party.
9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

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

9.2 Waiver of sovereign immunity

The DoT unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the DoT with respect to its assets;

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

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:
(a) shall not operate or be construed as a waiver of any other or subsequent
default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised
representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any
manner.

9.5.2 Neither the failure by either Party to insist on any occasion upon the performance
of the terms, conditions and provisions of this Agreement or any obligation
thereunder nor time or other indulgence granted by a Party to another Party shall
be treated or deemed as waiver of such breach or acceptance of any variation or
the relinquishment of any such right hereunder.

9.6 No third party beneficiaries
This Agreement is solely for the benefit of the Parties to the agreement and no
other person or entity shall have any rights hereunder.

9.7 Survival

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

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement
shall only survive for a period of Three (3) years following the date of such
termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid,
illegal or unenforceable or is declared by any court of competent jurisdiction or any
other instrumentality to be invalid, illegal or unenforceable, the validity, legality
or enforceability of the remaining provisions shall not be affected in any manner,
and the Parties will negotiate in good faith with a view to agreeing to one or more
provisions which may be substituted for such invalid, unenforceable or illegal
provisions, as nearly as is practicable to such invalid, illegal or unenforceable
provision. Failure to agree upon any such provisions shall not be subject to
dispute resolution under Clause 8 of this Agreement or otherwise.
9.9 **Successors and assigns**

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

9.10 **Notices**

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 **Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 **Authorised representatives**

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 **Original Document**

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

**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:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of DoT

(ORIGINAL BY:

(Signature)  
(Name)  
(Designation)  
(Address)
SIGNED, SEALED AND DELIVERED
For and on behalf of
LENDERS by the Lenders’ Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax)

In the presence of:
1. 2.
PAYMENT OF CYF

SCHEDULE 5

1. Calculation of CYF

1.1 CYF Release

(a) The Integrated Mechanism on behalf of DoT for the Project shall release to the Concessionaire, the amount calculated according to the CYF for the Stage Carriage Services provided for the month under consideration (“Payment Month” or “PM”).

(b) For each Payment Month, CYF shall be based on the volume of services provided in terms of Service Kilometers travelled for each Payment Month by the number of buses provided in Part III Cluster Design Data of RFQ, subject to Performance Adjustment, services provided as Additional Services.

(c) DoT agrees that the deployment plan/UTT shall ensure the average Service Kilometers scheduled per Stage Carriage for the number of buses as defined in Part III Cluster Design Data, in a continuous period of 12 (twelve) months, commencing from the Commercial Operation Date of the respective Buses, will be no less than the Average Assured Annual Bus Kilometer as defined in Part III Cluster Design Data.

(d) In the event DoT is unable to demand from the Concessionaire Service Kilometers up to Average Assured Annual Bus Kilometer in totality for the fleet of buses, DoT will pay to the Concessionaire, the CYF for Assured Annual Bus Kilometer (the “Assured Annual Payment Amount”).

(e) While calculating Average Assured Annual Bus Kilometer, the Service Kilometers shall be calculated as defined in the Concession Agreement.

1.2 CYF Release Schedule

Payment shall be made on the following dates (“Payment Date/s”), based on the invoice raised by the Concessionaire, at least 5 days prior to the Payment Date:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Payment Date</th>
<th>Amount of CYF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15th day of PM</td>
<td>30% of estimated Payment for PM</td>
</tr>
<tr>
<td>2</td>
<td>30th or 31st day of PM</td>
<td>30% of estimated Payment for PM</td>
</tr>
<tr>
<td>3</td>
<td>Before 10th day of month succeeding PM</td>
<td>100% of Payment for PM</td>
</tr>
</tbody>
</table>

subject to:

(i) Minus Performance Adjustment,
(ii) Plus Payment for Additional Services provided in PM, and
(iii) Minus Payment Already made at Sr. No. 1 and 2

Note:

i.) However, in case where it is found that the Concessionaire is unlikely to meet Performance Standards, IM has the right to withhold payment set out at Sr. No. 1 and 2 above. In such case entire payment shall be made on the Payment Date set out at Sr. No. 3 above.

ii.) In addition, Goods and Services Tax (GST) and any applicable surcharges or cess on it, if any shall be paid.

iii.) In case 15th day of PM or 30th/31st day of PM is a bank holiday/ Gazetted holiday in the government, the payment will be released next day.

iv.) Along with the invoice the Concessionaire shall submit the duly filled up Compliance Format in terms of Annexure K of Schedule 3.

v.) The final payment will be released within 10 days from date of receipt of Invoice with compliances.

vi.) No interest will be payable on account of delay in release of payment.

1.2.1

(a) Payment for PM for Year 1 is CYOF / 12 and for succeeding years, Payment for PM shall be CYF/12.

(b) Performance Adjustments and Electricity Charges Adjustment shall be made at payment set out at Sr. No. 3 of Para 1.2 of Schedule 5.

(c) Adjustment based on CPIIW and WPI shall be made only twice a year i.e. based on March 31 and September 30 CPI values. No adjustment for change in CPIIW and WPI in the intervening period shall be payable.

Note: All the following calculations will be calculated based upon Annexure 1 of this Schedule

1.3 Fee Calculation

Payment for PM =

Consolidated Year One Fare (CYOF) divided by 12 (i.e., no of months) = X

Minus

Performance Adjustment (Performance Deduction – Performance Incentive) = Y

Plus

Payment at Additional Services for services provided in PM = Z

Note: In case of leap year, February 29 payment shall be treated as part of the month and no additional payment shall be made.
2.0 Payment for PM

2.1 CYF per month = X

\[ X = X \times \left[ 1 + (0.2 \times (CPI_n - CPI_b)/CPI_b) + (0.4 \times 0.6 \times (WPI_n - WPI_b)/WPI_b) \right] \]

*Where,*

CPI stands for index value issued by Government of India’s Labour Bureau’s Consumer Price Index for Industrial Workers (CPI-IW) in Delhi. Source to be used: Data available at website [www.labourbureau.nic.in](http://www.labourbureau.nic.in) with one month time lag.

\( CPI_n \) is the index value of CPI-IW. For PMs April to September, index value issued for immediately preceding March 31 shall be used and for PMs October to March, index value issued for immediately preceding September 30 shall be used.

\( CPI_b = \) base index value of CPI-IW equal to (Base Year 2016 = 100) = 122.8 (as on July, 2021)

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

\( WPI_b \) = base index value of 135.9⁶ as on August 2021.


2.2 Performance Adjustment = Y

Performance Adjustment for PM = Y =

\[ (\text{Performance Deduction for PM Minus Performance Incentive for PM}) \times (1 + \frac{CPI_n - CPI_b}{CPI_b}) \]

2.3 Payment for Additional Services

Payment for Additional Services for changes in UTT = Z = kilometers for Additional Services x CYF payable per Service Kilometer for the PM
Annexure 1 to
SCHEDULE 5

<table>
<thead>
<tr>
<th>Description</th>
<th>Rupees (in Figures)</th>
<th>Rupees (in Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CYOF#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# excluding applicable GST (if any)

A. BREAK-UP OF PRICE FOR CYOF

<table>
<thead>
<tr>
<th>Quantity (Total No. of Service Kms per year)</th>
<th>Rs./Service Km</th>
<th>Total per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A (Refer Table 1 Part III of RFQP Document)</td>
<td>B</td>
<td>C=A*B</td>
</tr>
</tbody>
</table>

LF AC   AC Services

Total – LF_AC = CYOF_AC Services

Note:

(a) The service kms per year include the distance for Idle run, which shall be payable at the same rate. Refer Trip and Idle Run definition in Concession Agreement.

(b) The Concessionaire may be directed by IM/DoT to operate additional Stage Carriages from reserve fleet depending upon operational exigency. In the said event to operate additional Stage Carriages, the applicable rates will be same which are applicable for Basic Services in terms of CYF payment.

(c) After completion of five years from the date of registration of each Stage Carriage, the payment will be subject to meeting the requirements in terms of Clause 7.2.2 (hh) of Concession Agreement. 50% of CYF shall be withheld till submission of Certificate of Refurbishment issued by vehicle manufacturer or his authorised network. Further, the withheld payment shall be released by IM/DoT to the Concessionaire for respective Stage Carriages without any interest on submission of the Stage Carriage wise Certificate of Refurbishment issued by vehicle manufacturer or his authorised network as required to be submitted to IM/DOT within a window of one year as specified in Clause 7.2.3 (hh) of Concession Agreement. However, the said withheld payment will be forfeited in case of delay in completion of Refurbishment work of each Stage Carriage beyond window of one
year as specified in Clause 7.2.3 (hh) of Concession Agreement. In the said event, the payment of 50% of CYF shall restart only from the date of refurbishment of the Stage Carriage in accordance with the above Certificate. IM will cross verify the Certificate of Refurbishment on the ground for final acceptance for the purpose of release of payment.
## IMPLEMENTATION PLAN

### SCHEDULE 6

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Project Milestone</th>
<th>Elapsed Time from Appointed Date “End Date”</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Milestone No. 1: Financial Closure</td>
<td>Three (3) Months</td>
</tr>
<tr>
<td>2</td>
<td>Project Milestone No. 2: To achieve induction of at least 25% of total Stage Carriages in the respective Cluster.</td>
<td>Six (6) Months</td>
</tr>
<tr>
<td>3</td>
<td>Project Milestone No. 3: “COD” Operations of 100% of Stage Carriages.</td>
<td>Nine (9) Months</td>
</tr>
</tbody>
</table>

**Note:**

i. Total number of buses are exclusive of reserve fleet

ii. DoT reserves the right to alter the Project Milestones under exigent conditions
PERFORMANCE SECURITY

(PROFORMA OF BANK GUARANTEE)

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

Transport Department, Government of National Capital Territory of Delhi, represented by Secretary Transport and having its main office at 5/9, Under Hill Road, Delhi – 110 054, hereinafter referred to as “Transport Department, GNCTD”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS
A. By the Concession Agreement entered into between Transport Department, GNCTD and _____________, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/permanent address at ___________________________ (“the Concessionaire”). The Concessionaire has been granted the Concession to implement the Project envisaging Operation of Private Stage Carriage Services in Delhi for Cluster No. _______(type appropriate Cluster No.) under Concession Agreement for a period of 10 years (hereinafter referred to as “the Project”).

B. In terms of Clause 9.1 of the Concession Agreement, the Concessionaire is required to furnish to Transport Department, GNCTD, an unconditional and irrevocable bank guarantee for an amount of Rs. _______________ (Rupees _______________ only) as security for due and punctual performance/discharge of its obligations under the Concession Agreement, relating to Project by the Concessionaire.

C. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the Project.

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 irrevocably guarantees the due and punctual performance by M/s. _____________ (hereinafter called “the Concessionaire”) of all its obligations relating to the Project and in connection with achieving COD by the Concessionaire in accordance with the Concession Agreement.

---

1 To be issued by a nationalized bank or scheduled bank authorized by RBI to undertake government transaction in India

2 In case of Consortium both members would be included as Parties to the Agreement and collectively referred to as ‘the Concessionaire/Consortium’ as the context may require.
3. The Guarantor shall, without demur, pay to Transport Department, GNCTD sums not exceeding in aggregate Rs._______________(Rupees ______________only), within _______ calendar days of receipt of a written demand therefore from Transport Department, GNCTD stating that the Concessionaire has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by Transport Department, GNCTD and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, Transport Department, GNCTD 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 Concessionaire or postponement/non exercise/ delayed exercise of any of its rights by Transport Department, GNCTD or any indulgence shown by Transport Department, GNCTD 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 Transport Department, GNCTD or any indulgence shown by Transport Department, GNCTD, 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 _______ unless discharged/ released earlier by Transport Department, GNCTD in accordance with the provisions of the Concession Agreement. The Guarantor’s liability in aggregate be limited to a sum of Rs. ______________.

6. This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/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.

Note: A similar Performance Security with suitable changes mutatis mutandis shall be furnished during operation periods in terms of Clause 9.7.

3 18 months from the date of signing the Concession Agreement
VESTING CERTIFICATE

1. The President of India, represented by Commissioner, Transport Department (the "Government") refers to the Concession Agreement dated *** (the "Agreement") entered into between the Government and **** (the "Concessionaire") for Operation of Stage Carriage Services in Delhi for Cluster No. ______ (specify Cluster No.).

2. Upon Termination, the Government 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 Government, 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 terms of the Agreement and/or relieving the Concessionaire in any manner of the same.

Signed this *** day of ***, 201_ at [***].

AGRED, ACCEPTED AND SIGNED-signed
For and on behalf of
CONCESSIONAIRE by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
GOVERNMENT OF Delhi by:
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. 
2. 
1. **Facilities to be Provided by DoT**

1.1 Location: **as indicated in Part-III: Cluster Design Data.**
1.2 Area : approx. **to be indicated separately**
1.3 Covered area of around 2,500 square meters with civil infrastructure facilities like space for office, security booths, medical facility and rest room, canteen, spare parts store, work shop sheds (for washing facilities, maintenance / service pits @ 3 pits per 100 Stage Carriages)
1.4 Boundary wall: 2 m height with 0.6 meter railing.
1.5 Provision for sanitary installations, external services connections, internal electrical connections, power wiring, telephone conduits, computer conduits, street light, signage and septic tank.
1.6 Office space for IM and FCS Provider including maintenance/ storage room
1.7 CNG Station on best effort basis, if found feasible by the CNG supplier.

Note:
- Civil works at the Depot shall be typically constructed by Transport Department, GNCTD whereas equipment, tools and fixtures have to be provided by the Concessionaire.
- The Depot with aforesaid civil structures shall be handed over post construction to the Concessionaire. Any routine or long-term upgradation/repair/maintenance of civil structures shall be taken up by the Concessionaire during the Concession Period.
- Infrastructure Maintenance: The Concessionaire shall be fully responsible for preventive and periodic maintenance of depot structure and office building under its control (including maintenance shed, service pits, lighting and landscaping). If the Concessionaire failed to maintain the office infrastructure then DoT/IM may undertake the maintenance work on behalf of Concessionaire and appropriately deduct the expenses made for such work from the Concessionaire’s monthly payment.
- DoT will facilitate issue of No Objection Certificate for obtaining electricity and water connection in the name of Concessionaire. Further, Concessionaire will facilitate use of electricity in the office space for the IM and FCS subject to actual reimbursement towards cost of consumption.
- The Concessionaire shall be fully responsible to comply the directions of National Green Tribunal that only treated effluent can be used for washing and cleaning of buses.

2. **Facilities to be Developed by the Concessionaire**

2.1 There is no Municipal water supply available in the near vicinity. The Concessionaire to make own arrangement.
2.2 All equipment including maintenance equipment
2.3 Installation & commissioning of plant & machinery, statutory clearances like factory license, DPCC clearances for effluent discharge, noise level of DG set, electricity & water charges, etc.
3. Change of Location of Depot

3.1 The DoT may change location of Depot at the time of initial allotment or during the Concession Period based on ground factors like optimum utilization of Depot Space, availability of mentioned depot space, Court Case or in public interest to reduce Dead Mileage.

3.2 In the event of shifting of Depot during the Concession Period, the Concessionaire shall be entitled for special relief in performance deductions in terms of Schedule 3 (excluding accident and over speeding) for a period of one month. However, no shifting charges will be payable by the DoT to the Concessionaire.
Change in Ownership

The conditions related to shareholding/ cross holding are set out in the following paragraphs shall prevail over the other provisions specified in the Concession Agreement including Schedules:

1. Shareholding Restrictions

1.1 Type 1 Bidder

a) Type 1 Bidder is allowed to form a limited liability company under Indian Companies Act for implementing the Project.
b) Type 1 Bidder can win maximum of six (6) Projects out of the Cluster Scheme and can hold shares in a maximum of only six (6) Projects out of the Cluster Scheme at any given time.
c) Type 1 Bidder shall hold a minimum equity stake equal to 26% in the Concessionaire up to 3 (three) years from COD.
d) Type 1 Bidder shall commit to hold a minimum equity stake equal to 10% till the end of the Concession Period.
e) Any Person cannot hold shares in more than six (6) Projects out of the Cluster Scheme at given point of time directly or indirectly through its parent or subsidiary entity.
f) Promoter or Director or any person having common controlling shares or other ownership interest is not allowed in more than six (6) Projects out of the Cluster Scheme at any given point of time.
g) Any person cannot have any interest in more than six (6) Projects out of the Cluster Scheme either through debt/loan of any form, equity of any form and grant of any form.
h) Any two persons or business entity involved in a single company shall be treated as Promoter group. Such Promoter group or individual promoter/entity cannot hold any business interest beyond six (6) Projects out of the Cluster Scheme.
i) The Concessionaire shall not be allowed to transfer shares for at least three (3) years from Commercial Operation Date (COD) without the consent of Transport Department.

1.2 Type 2 Bidder

a) Type 2 Bidder can win maximum of one (1) Project and can hold shares in a maximum of only one Project out of the Cluster Scheme at any given time.
b) Type 2 Bidder shall hold a minimum equity stake equal to 26% in the Concessionaire up to 3 (three) years from COD.
c) Type 2 Bidder shall commit to hold a minimum equity stake equal to 10% till the end of the Concession Period.
d) Any Person cannot hold shares in more than six (6) Projects out of the Cluster Scheme at given point of time directly or indirectly through its parent or subsidiary entity.
e) Promoter or Director or any person having common controlling shares or other ownership interest is not allowed in more than six (6) Projects out of the Cluster Scheme at any given point of time.

f) Any person cannot have any interest in more than six (6) Projects out of the Cluster Scheme either through debt/loan of any form, equity of any form and grant of any form.

g) Any two persons or business entity involved in a single company shall be treated as Promoter group. Such Promoter group or individual promoter/entity cannot hold any business interest beyond six (6) Projects out of the Cluster Scheme.

h) The Concessionaire shall not be allowed to transfer shares for at least three (3) years from Commercial Operation Date (COD) without the consent of Transport Department.

1.3 Deleted

1.4 Type 4 Bidder

a) A Type 4 Bidder shall be required to incorporate a limited liability company under Indian Companies Act, 1956.

b) Lead Member of Type 4 Bidder can win maximum of six (6) Projects out of the Cluster Scheme and can hold shares in a maximum of only six (6) Projects out of the Cluster Scheme at any given time.

c) Maximum number of Projects that can be won by a Consortium shall include Projects won by any of the aforesaid Type 1, 2, 3 Bidder.

d) Lead Member shall hold a minimum equity stake equal to 26% in the Concessionaire and all other members of the Consortium shall individually, commit to hold a minimum equity stake equal to 5% in the Concessionaire up to 3 (three) years from COD.

e) Subsequent to three (3) years from COD the Lead Member shall commit to hold a minimum equity stake equal to 10% and all member of the Consortium together including the Lead Member shall commit to hold a minimum equity stake equal to 26% of SPC till the end of the Concession Period.

f) Any Person cannot hold shares in more than six (6) Projects out of the Cluster Scheme at given point of time directly or indirectly through its parent or subsidiary entity.

g) Promoter or Director or any person having common controlling shares or other ownership interest is not allowed in more than six (6) Projects out of the Cluster Scheme at any given point of time.

h) Any person cannot have any interest in more than six (6) Projects out of the Cluster Scheme either through debt/loan of any form, equity of any form and grant of any form.

i) Any two persons or business entity involved in a single company shall be treated as Promoter group. Such Promoter group or individual
promoter/entity cannot hold any business interest beyond six (6) Projects out of the Cluster Scheme.

j) The Concessionaire shall not be allowed to transfer shares for at least three (3) years from Commercial Operation Date (COD) without the consent of Transport Department.
Request for Qualification and Proposal

for

Cluster No. 3 CLF and 4 CLF

Operation of
Private Stage Carriage Services

September 30, 2021

Part III – Cluster Design Data

Issued By

Transport Department
Government of National Capital Territory of Delhi

Prepared by

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th Floor, Block-1, Delhi Technology Park,
Shastri Park, Delhi 110 053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
The information contained in this Cluster Design Data (“CDD”) document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Transport Department, GNCTD or any of their employees or advisors, is provided to Bidder/s is provided to assist the Bidders in the formulation of their Proposals. The CDD does not purport to contain all the information each Bidder may require. This CDD may not be appropriate for all persons, and it is not possible for the Transport Department, GNCTD or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this CDD. Each Bidder shall conduct its own investigations and analyses, and should check the accuracy, reliability and completeness of the information in this CDD, and obtain independent advice from appropriate sources. The Transport Department, GNCTD and its advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the CDD.

The designs, drawings, data and any other information in this CDD is only indicative and the Transport Department, GNCTD or its advisors will not make or 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 CDD.
<table>
<thead>
<tr>
<th>Description</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cluster Details</td>
<td></td>
</tr>
<tr>
<td>Cluster No. 3 CLF</td>
<td>4</td>
</tr>
<tr>
<td>Cluster no. 4 CLF</td>
<td>10</td>
</tr>
<tr>
<td>Appendix 19 Format for Operations Plan</td>
<td>15</td>
</tr>
</tbody>
</table>
## Table 1: Cluster No. 3 CLF Route Details

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Route No.</th>
<th>From</th>
<th>To</th>
<th>Fare Stages</th>
<th>Route Length (km)</th>
<th>Total no. of buses required</th>
<th>DIMTS sch. buses (50%)</th>
<th>DTC sch. buses (50%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>182A</td>
<td>Kanjhawala Village</td>
<td>I.S.B.T. Kashmere Gate</td>
<td>Kanjhawala Village, Karal Village, Begem Pur, Pooth Kalan, Mangolpuri Police Lines, Madhuban Chowk, Inderlok Metro Station, Gulabi Bagh Crossing, Shakti Nagar, Tis Hazari, I.S.B.T. Kashmere Gate</td>
<td>30.3</td>
<td>40</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>262</td>
<td>Kalyan Vihar</td>
<td>Harsh Vihar</td>
<td>Kalyan Vihar, Rana Pratap Bagh, P.S. Roop Nagar/ Roshnara Road, Delhi University, Balak Ram Hospital, Guru Nanak Sar, Bhajanpura, C 4 Yamuna Vihar, Nand Nagri Depot, Harsh Vihar</td>
<td>19</td>
<td>4</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>78</td>
<td>Azadpur</td>
<td>Inderpuri (Krishi Kunj)</td>
<td>Azadpur, Wazirpur Depot, Punjabi Bagh, Zakhira, Moti Nagar, Shadipur Depot, Loha Mandi, Inderpuri (Krishi Kunj)</td>
<td>14.6</td>
<td>36</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td>4</td>
<td>TMS (+)</td>
<td>GTB Nagar</td>
<td>GTB Nagar</td>
<td>GTB Nagar, Old Secretariat (Postal Account Office), I.S.B.T. Ring Road, Yamuna Bazar/ Guru Govind Singh University, Shanti Van, IP Power House, I.T.O. Ring Road, Railway Road Bridge Crossing, Sarai Kale Khan I.S.B.T. (Ring Road), Maharani Bagh (Ashram), Lajpat Nagar Ring Road, Andrews Ganj, AIIMS, Nauroji Nagar, South Moti Bagh Ring Road, Dhaula Kuan, R.R. Lines, Brar Square, Naraina Village, Mayapuri Chowk (Ring Road), Rajdhani College/ Raja Garden, Punjabi Bagh Club, Punjabi Bagh Terminal, Wazirpur Depot (Subhash Place Depot), Ashok Vihar</td>
<td>50.9</td>
<td>36</td>
<td>18</td>
<td>18</td>
</tr>
</tbody>
</table>
## Fare Stages

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Route No.</th>
<th>From</th>
<th>To</th>
<th>Fare Stages</th>
<th>Route Length (km)</th>
<th>Total no. of buses required</th>
<th>DIMTS sch. buses (50%)</th>
<th>DTC sch. buses (50%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>108</td>
<td>Nehru Vihar</td>
<td>Hari Nagar Clock Tower</td>
<td>Crossing, Model Town-II, GTB Nagar, Nehru Vihar, Balak Ram Hospital, Khalsa College, Shakti Nagar Nangia Park, Gulabi Bagh, Shastri Nagar E Block, Zakhira, Moti Nagar, P.S. Kirti Nagar, Mayapuri Crossing / Mayapuri Depot, Beriwal Bagh, Hari Nagar Clock Tower</td>
<td>19.9</td>
<td>32</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>6</td>
<td>813</td>
<td>I.S.B.T. Kashmere Gate</td>
<td>Manglapuri Terminal</td>
<td>I.S.B.T. Kashmere Gate, Old Secretariat, Khalsa College, Shakti Nagar Nangia Park, Gulabi Bagh Crossing, Shastri Nagar E Block, Zakhira, Moti Nagar, Raja Garden, Mukherjee Park (Subhash Nagar Crossing), Tilak Nagar, District Centre, Uttam Nagar / A1 Janakpuri, C-1 Janakpuri, New Dabri Road, Manglapuri Terminal</td>
<td>28.8</td>
<td>24</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>7</td>
<td>805A</td>
<td>I.S.B.T. Kashmere Gate</td>
<td>Uttam Nagar Terminal</td>
<td>I.S.B.T. Kashmere Gate, Ice Factory, Clock Tower, Rana Pratap Bagh, Bara Bagh, Adarsh Nagar, G.T.K. Depot, Haiderpur Waterworks, Uttari Pitampura, C-Block Saraswati Vihar, Mangolpuri School, Peera Garhi Depot, Sunder Vihar, Major Bhupinder Singh Nagar, District Center (Najafgarh Road), Uttam Nagar Terminal</td>
<td>29.8</td>
<td>14</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>921</td>
<td>Rani Khera</td>
<td>Old Delhi Railway Station (Fatehpuri)</td>
<td>Rani Khera, Madanpur Dabas, Karala Village, Begampur, Pooth Kalan, Mangolpur Khurd, Mangolpur School, C Block Saraswati Vihar, JD Block Pitampura, Wazirpur Depot (Subhash Place Depot), Ashok Vihar Crossing, Model Town II,</td>
<td>31</td>
<td>4</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>S. No.</td>
<td>Route No.</td>
<td>From</td>
<td>To</td>
<td>Fare Stages</td>
<td>Route Length (km)</td>
<td>Total no. of buses required</td>
<td>DIMTS sch. buses (50%)</td>
<td>DTC sch. buses (50%)</td>
</tr>
<tr>
<td>--------</td>
<td>-----------</td>
<td>------</td>
<td>----</td>
<td>-------------</td>
<td>------------------</td>
<td>-----------------------------</td>
<td>------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>9</td>
<td>219STL</td>
<td>Hiran Kudna Crossing</td>
<td>Old Delhi Railway Station (Fatehpuri)</td>
<td>GTB Nagar, Old Secretariat, I.S.B.T. Kashmir Gate, Old Delhi Railway Station (Fatehpuri)</td>
<td>26.3</td>
<td>28</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>10</td>
<td>990EXT</td>
<td>Rohini Sector 23</td>
<td>Shivaji Stadium Terminal</td>
<td>Rohini Sector 23 Pocket I (Green Hill Appartment), Dera Sat Guru Ram Sahib Sec 24/25 Crossing, Rohini Depot I, Rohini Sector 7,8 Crossing, KD Block Pitampura, Wazirpur Depot Ring Road, Punjabi Bagh Terminal, Karampura Terminal, West Patel Nagar, Telephone Exchange, Pusa Road Petrol Pump, P. S. Mandir Marg, Shivaji Stadium</td>
<td>27.6</td>
<td>24</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>11</td>
<td>185</td>
<td>Nathupura Terminal</td>
<td>Nathupura, Kaushik Enclave, Jharoda Crossing Transport Authority (Burari), Nirankari Colony (Radio Colony), GTB Nagar, Old Secretariat, I.S.B.T. (Kashmere Gate), Red Fort, Delhi Gate, Vivekanand Marg, Palika Kendra, Kendriya Terminal Church Road.</td>
<td>25.3</td>
<td>14</td>
<td>7</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Route No.</td>
<td>From</td>
<td>To</td>
<td>Fare Stages</td>
<td>Route Length (km)</td>
<td>Total no. of buses required</td>
<td>DIMTS sch. buses (50%)</td>
<td>DTC sch. buses (50%)</td>
</tr>
<tr>
<td>--------</td>
<td>-----------</td>
<td>-----------------------------</td>
<td>-----------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>-----------------------------</td>
<td>------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>12</td>
<td>937A</td>
<td>Sultanpuri Terminal</td>
<td>Old Delhi Railway Station (Fatehpuri)</td>
<td>Old Delhi Railway Station, Tis Hazari Animal Hospital/ Mori Gate, Ice Factory, Guru Govind Singh Marg, Sarai Rohilla, Zakhira, Punjabi Bagh Terminal, Madipur J.J. Colony, Peera Garhi Chowk, Mangolpuri B Block, Mangolpuri S Block, Sultanpuri Terminal</td>
<td>23.1</td>
<td>44</td>
<td>22</td>
<td>22</td>
</tr>
<tr>
<td>13</td>
<td>901</td>
<td>Mangolpuri Y Block</td>
<td>Kamla Market</td>
<td>Mangolpuri Y Block, Mangolpur Khurd, Mangolpur School, Saraswati Vihar C Block, JD Block Pitampura, Wazirpur Depot, Ashok Vihar Crossing, Model Town II, GTB Nagar, Old Secretariat, I.S.B.T. Kashmir Gate, Red Fort, Delhi Gate, Kamla Market</td>
<td>24.7</td>
<td>52</td>
<td>26</td>
<td>26</td>
</tr>
<tr>
<td>14</td>
<td>938A</td>
<td>Tikri Border</td>
<td>Azadpur Terminal</td>
<td>Tikri Border, Tikri Piao (Azad Hind Gaon), Hiran Kudna Crossing (P.S. Mundka), Mundka Village Metro Station, Qamruddin Nagar Crossing, Nangloi J.J. Colony (Lokesh Cinema), Jwalapuri (Nangloi Depot), Peera Garhi Chowk, Madipur J.J. Colony/ Madipur Metro Station, Punjabi Bagh Terminal, Wazirpur Depot, Ashok Vihar Crossing, Azadpur Terminal</td>
<td>23.9</td>
<td>24</td>
<td>12</td>
<td>12</td>
</tr>
</tbody>
</table>
## Operation of Private Stage Carriage Services

### Transport Department, GNCTD

**Request for Qualification and Proposal Document**

**Cluster No. 3 CLF and 4 CLF**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Route No.</th>
<th>From</th>
<th>To</th>
<th>Fare Stages</th>
<th>Route Length (km)</th>
<th>Total no. of buses required</th>
<th>DIMTS sch. buses (50%)</th>
<th>DTC sch. buses (50%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>825A</td>
<td>Tikri Border</td>
<td>Tilak Nagar</td>
<td>Tikri Border, Fire Station Tikri Village, Jharoda Kalan, CRPF Jharoda, Nazafgarh Terminal, Dichau Kalan Depot, Baprola Village, Rajeev Ratan Aawas/Baprola Phase 1, Sainik Enclave/Vikas Nagar Nala Road, Kakrola Bridge, Nawada Gaon, Uttam Nagar Terminal, District Centre Najafgarh Road, Tilak Nagar.</td>
<td>23</td>
<td>8</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>16</td>
<td>990</td>
<td>Rithala Village</td>
<td>Shivaji Stadium Terminal</td>
<td>Rithala Village, Rohini Depot I, Rohini Sector 7, 8 Crossing, KD Block Pitampura, Wazirpur Depot Ring Road, Punjabi Bagh Terminal, Karampura Terminal, West Patel Nagar, Telephone Exchange, Pusa Road Petrol Pump, P. S. Mandir Marg, Shivaji Stadium</td>
<td>24.3</td>
<td>24</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>234</td>
<td>Karampura</td>
<td>Harsh Vihar</td>
<td>Karampura, Zakhira, Gulabi Bagh, Shri Ram College, Vishwa Vidyalaya Metro Station, Wazirabad, Bhajanpura, Nand Nagri, Harsh Vihar</td>
<td>22.2</td>
<td>52</td>
<td>26</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>460</strong></td>
<td><strong>230</strong></td>
<td><strong>230</strong></td>
<td></td>
</tr>
</tbody>
</table>

Depot: BBM-1, Kanjhawala

Notes:

a) Total service km includes service km of route and also that of shuttle trips from depot to terminal point, in both directions.

---

September 2021
b) The depots have been specified as indicative operational unit. However, IM can change depots at its discretion at the time of start of operation/ course of operation in public interest, due to any court order without assigning any reason thereof.

c) DoT reserves the right to add/ modify/ delete any route to/ from the aforementioned, as deemed fit.

Table 2: Cluster No. 3 CLF Summary of UTT Data

<table>
<thead>
<tr>
<th>Description</th>
<th>Appendix 15 B Reference</th>
<th>For CYOF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity - No of Buses</td>
<td>A</td>
<td>230</td>
</tr>
<tr>
<td>Quantity-Total Service Km per Year [Operation of 100% Stage Carriage]</td>
<td>E</td>
<td>1,67,90,000</td>
</tr>
<tr>
<td>Average Assured Km per bus per year</td>
<td></td>
<td>73,000</td>
</tr>
</tbody>
</table>
Table 3: Cluster No. 4 CLF Route Details

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Route No.</th>
<th>From</th>
<th>To</th>
<th>Fare Stage</th>
<th>Route Length (km)</th>
<th>Total no. of buses required</th>
<th>DIMTS sch. buses (50%)</th>
<th>DTC sch. buses (50%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>408</td>
<td>Nizamuddin Railway Station</td>
<td>Raghubir Nagar F Block</td>
<td>Nizamuddin Railway Station, Bhogal, Ispat Bhawan, Bharti Nagar, Akbar Road, Udyog Bhawan, Kendriya Terminal, RML Hospital, Shankar Road, West Patel Nagar, Moti Nagar, Raja Garden, Tagore Garden, Raghubir Nagar F Block</td>
<td>22.6</td>
<td>8</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>181A</td>
<td>Nizamuddin Railway Station</td>
<td>Jahangirpuri E Block</td>
<td>Nizamuddin Railway Station, P.S. Nizamuddin (Dargah), J.L.N. Stadium/ Sunehri Pullah Depot, Bharti Nagar, Shahjahan Road, Rail Bhawan (Central Secretariat Metro Station)/ Krishi Bhawan, Palika Kendra, New Delhi Railway Station Gate 1, Paharganj Police Station, Deshbandhu Gupta Market, Sarai Rohilla, Gulabi Bagh (Subhadra Colony), Bharat Nagar Mor, Wazirpur J. J. Colony, Ashok Vihar Water Tank, Bara Bagh, Adarsh Nagar, Jahangirpuri E Block</td>
<td>31.1</td>
<td>48</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>3</td>
<td>TMS(-)</td>
<td>Lajpat Nagar</td>
<td>Lajpat Nagar</td>
<td>Lajpat Nagar, Maharani Bagh/ Ashram, Sarai Kale Khan I.S.B.T., Railway Road Bridge Crossing, IP Power Station/ I.T.O. Ring Road, Shanti Van, Yamuna Bazar (Guru Govind Singh University) , I.S.B.T. Ring Road, Old Secretariat, GTB Nagar, Model Town II, Ashok Vihar Crossing, Wazirpur Depot Ring Road, Punjabi Bagh Terminal, Punjabi Bagh Club, Rajdhani College (Raja Garden), Mayapuri Chowk (Ring Road), Naraina Village, Brar Square, R.R. Lines, Dhaula Kuan,</td>
<td>48.8</td>
<td>44</td>
<td>22</td>
<td>22</td>
</tr>
<tr>
<td>S. No.</td>
<td>Route No.</td>
<td>From</td>
<td>To</td>
<td>Fare Stage</td>
<td>Route Length (km)</td>
<td>Total no. of buses required</td>
<td>DIMTS sch. buses (50%)</td>
<td>DTC sch. buses (50%)</td>
</tr>
<tr>
<td>--------</td>
<td>-----------</td>
<td>------</td>
<td>----</td>
<td>------------</td>
<td>-------------------</td>
<td>---------------------------</td>
<td>----------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>4</td>
<td>91</td>
<td>Kendriya Terminal</td>
<td>Tri Nagar Jai Mata Market</td>
<td>Kendriya Terminal, Palika Kendra (Regal), Shivaji Stadium Terminal, Police Station Paharganj, Guru Govind Singh Marg, Sarai Rohilla, Shastri Nagar E Block, B-3 Keshav Puram, Tri Nagar Jai Mata Market</td>
<td>16.2</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>540</td>
<td>Kendriya Terminal</td>
<td>Tara Apartment</td>
<td>Tara Apartment, Greater Kailash, Savitri Cinema, Swami Nagar, Khel Gaon/ Shahpur Jaat, Andrews Ganj Shiv Mandir/ Ansal Plaza, AIIMS, Safdarjung Airport, P.S. Tughlak Road, Rail Bhawan (Central Secretariat Metro Station), Kendriya Terminal Church Road</td>
<td>21.1</td>
<td>36</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td>6</td>
<td>410</td>
<td>Jal Vihar</td>
<td>Khyala J. J. Colony</td>
<td>Jal Vihar, Ashram, Nizamuddin, Golf Club, Akbar Road, Kendriya Terminal, Shankar Road, West Patel Nagar, Moti Nagar, Raja Garden, Subhash Nagar, Khyala J.J. Colony</td>
<td>28.4</td>
<td>32</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>7</td>
<td>548</td>
<td>Minto Road Terminal</td>
<td>Hamdard Nagar</td>
<td>Hamdard Nagar/ Sangam Vihar, Ambedkar Nagar Terminal, Sheikh Sarai - II, Khirki Village, Begumpur, Sarvpriya Vihar/ Panchsheel Club, I.I.T. Gate, Safdarjung Hospital/ AIIMS, Safdarjung Airport, P.S. Tughlak Road, Rail Bhawan (Central Secretariat Metro Station)/ Krishi Bhawan, Palika Kendra, Minto Road Terminal</td>
<td>22.9</td>
<td>20</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>246</td>
<td>Shivaji Stadium Terminal</td>
<td>New Seemapuri</td>
<td>Shivaji Stadium, Vivekanand Marg, Delhi Gate, Red Fort, I.S.B.T. Nityanand Marg, Shyam Giri Mandir, Seelampur Metro Station, Shyam Lal College/ Shahdara, Dilshad Garden GT Road, New Seemapuri</td>
<td>18.8</td>
<td>18</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>S. No.</td>
<td>Route No.</td>
<td>From</td>
<td>To</td>
<td>Fare Stage</td>
<td>Route Length (km)</td>
<td>Total no. of buses required</td>
<td>DIMTS sch. buses (50%)</td>
<td>DTC sch. buses (50%)</td>
</tr>
<tr>
<td>-------</td>
<td>-----------</td>
<td>------</td>
<td>----</td>
<td>------------</td>
<td>------------------</td>
<td>-----------------------------</td>
<td>-------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>9</td>
<td>803</td>
<td>Shivaji Stadium Terminal</td>
<td>Madhu Vihar</td>
<td>Shivaji Stadium Terminal, P.S. Mandir Marg, Pusa Road Petrol Pump (Sadhu Vaswani Marg), Telephone Exchange (Rajendra Place Metro Station), West Patel Nagar, Loha Mandi, Naraina Vihar/ Indra Market, Mayapuri Depot (Mayapuri Crossing), Junk Market, DESU Colony, Dabri Village, Dwarka Crossing (Palam), Madhu Vihar</td>
<td>23.7</td>
<td>28</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>10</td>
<td>214</td>
<td>Kamla Market</td>
<td>New Seemapuri</td>
<td>Kamla Market, Delhi Gate, Red Fort, I.S.B.T. Nityanand Marg, Shyam Giri Mandir, Seelampur Metro Station, Shyam Lal College/ Shahdara, Dilshad Garden GT Road, New Seemapuri</td>
<td>17.1</td>
<td>44</td>
<td>22</td>
<td>22</td>
</tr>
<tr>
<td>11</td>
<td>894</td>
<td>Okhla Extension Abul Fazal Enclave</td>
<td>Karampura Terminal</td>
<td>Okhla Extension Abul Fazal Enclave, Holy Family Hospital, Ashram (Hari Nagar), P.S. Nizamuddin Dargah, Golf Club/ Sunder Nagar, Baroda House, New Delhi Railway Station Gate 1, Paharganj Police Station, Pusa Road Petrol Pump (Sadhu Vaswani Marg), Telephone Exchange (Rajendra Place Metro Station), West Patel Nagar, Karampura Terminal</td>
<td>24.5</td>
<td>36</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td>S. No.</td>
<td>Route No.</td>
<td>From</td>
<td>To</td>
<td>Fare Stage</td>
<td>Route Length (km)</td>
<td>Total no. of buses required</td>
<td>DIMTS sch. buses (50%)</td>
<td>DTC sch. buses (50%)</td>
</tr>
<tr>
<td>-------</td>
<td>-----------</td>
<td>------</td>
<td>----</td>
<td>------------</td>
<td>------------------</td>
<td>---------------------------</td>
<td>------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>13</td>
<td>47A</td>
<td>CWS-II/ Tehkhand Depot</td>
<td>Inderpuri J.J. Colony</td>
<td>CWS-II/ Tehkhand Depot, C.R.P.F Camp (Crowne Plaza), Govindpuri Metro Station (Chandiwala), Srinivaspuri Depot, Lajpat Nagar Ring Road, Gupta Market/ Moolchand Hospital, Defence Colony (Homeopathic Hospital), Lodhi Colony, Ravinder Nagar, Shahjahan Road (UPSC), Rail Bhawan (Central Secretariat Metro Station)/ Krishi Bhawan, Kendriya Terminal (Gurudwara Rakab Ganj), Upper Ridge Road, Shankar Road, West Patel Nagar, Loha Mandi, Inderpuri J.J. Colony</td>
<td>32.6</td>
<td>24</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>14</td>
<td>717A</td>
<td>Badarpur Border</td>
<td>Kapas Hera Border</td>
<td>Badarpur Border, Prehladpur, Tughlakabad Village, Hamdard Nagar, Ambedkar Nagar Terminal, Said-ul-ajab, Lado Sarai, Andheria More, Kishan Garh, Verma Farm, Shiv Murti, Rajokri Village Crossing, Kapas Hera Crossing, Kapas Hera Border</td>
<td>31.8</td>
<td>72</td>
<td>36</td>
<td>36</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>440</td>
<td>220</td>
<td>220</td>
</tr>
</tbody>
</table>

Depot: Sunehri Pullah

Notes:

a) Total service km includes service km of route and also that of shuttle trips from depot to terminal point, in both directions.

b) The depots have been specified as indicative operational unit. However, IM can change depots at its discretion at the time of start of operation/ course of operation in public interest, due to any court order without assigning any reason thereof.

c) DoT reserves the right to add/ modify/ delete any route to/ from the aforementioned, as deemed fit.

**Table 4: Cluster No. 4 CLF Summary of UTT Data**

September 2021
<table>
<thead>
<tr>
<th>Description</th>
<th>Appendix 15 B Reference</th>
<th>For CYOF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity - No of Buses</td>
<td>A</td>
<td>220</td>
</tr>
<tr>
<td>Quantity-Total Service Km per Year [Operation of 100% Stage Carriage]</td>
<td>E</td>
<td>1,60,60,000</td>
</tr>
<tr>
<td>Average Assured Km per bus per year</td>
<td></td>
<td>73,000</td>
</tr>
</tbody>
</table>
Appendix 19: Format for Operations Plan

Bidder shall provide information on the following:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Operations Planning and Methodology</td>
</tr>
<tr>
<td>A1</td>
<td>Operational Philosophy</td>
</tr>
<tr>
<td>A2</td>
<td>MIS Plans</td>
</tr>
<tr>
<td>A3</td>
<td>Drivers Recruitment and Retention Plan</td>
</tr>
<tr>
<td>B.</td>
<td>Manpower Planning</td>
</tr>
<tr>
<td>B1</td>
<td>Management Team</td>
</tr>
<tr>
<td>B2</td>
<td>Operations Team</td>
</tr>
<tr>
<td>B3</td>
<td>Maintenance Team</td>
</tr>
<tr>
<td>C.</td>
<td>Investment Planning</td>
</tr>
<tr>
<td>C1</td>
<td>Potential sources of funds</td>
</tr>
<tr>
<td>C2</td>
<td>Financial structure</td>
</tr>
<tr>
<td>D.</td>
<td>Maintenance Planning</td>
</tr>
<tr>
<td>D1</td>
<td>Preventive Maintenance Plans</td>
</tr>
<tr>
<td>D2</td>
<td>Regular Capital Investment Planning</td>
</tr>
<tr>
<td>E.</td>
<td>Induction Planning</td>
</tr>
<tr>
<td>E1</td>
<td>Planning for introduction of buses</td>
</tr>
<tr>
<td>E2</td>
<td>Bus Procurement Plan</td>
</tr>
<tr>
<td>F.</td>
<td>Operations Control Planning</td>
</tr>
<tr>
<td>F1</td>
<td>Efficiency : Management of time controls for efficient operations</td>
</tr>
<tr>
<td>F2</td>
<td>Quality Control : Management of maintenance, cleaning etc for providing quality services</td>
</tr>
</tbody>
</table>

Each Bidder shall provide the above information in the proposal.
Request for Qualification and Proposal

for

Cluster 3 CLF

Operation of Private Stage Carriage Services

September 30, 2021

Part IV – Financial Proposal Format

Issued By

Transport Department
Government of National Capital Territory of Delhi

Prepared by

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th floor, Block 1, Delhi Technology Park, Shastri Park,
Delhi – 110053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
FB 1: Financial Bid for Cluster 3 CLF
Date:
To

Secretary and Commissioner Transport
Transport Department
Government of National Capital Territory of Delhi
5/9, Under Hill Road,
Delhi – 110054

Re: Operation of Private Stage Carriage Services in Cluster No. 3 CLF

We are pleased to submit our Price Proposal for the Operation of Private Stage Carriage Services in Cluster No. 3 CLF. We have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFQP) 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 there are no deviations from the stated terms in the RFQP Document.

<table>
<thead>
<tr>
<th>Description</th>
<th>Rupees (in Figures)*</th>
<th>Rupees (in Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CYOF#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# excluding applicable Goods and Services Tax (GST) (if any)

Name of the Bidder

Name of the Authorised Person

Note:
- For each Project separate Price Proposal should be submitted and respective Cluster No should be written on the Price Proposal.
- 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 lower value would be considered for evaluation.
- Price Proposal to be separately submitted for each Project
Appendix 15B: Format of Price Proposal

Date:

To
Secretary and Commissioner Transport
Transport Department
Government of National Capital Territory of Delhi
5/9, Under Hill Road,
Delhi – 110054

Re: Operation of Private Stage Carriage Services in Cluster No. 3 CLF

We are pleased to submit our Price Proposal for the Operation of Private Stage Carriage Services in Cluster No. 3 CLF. We have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFQP) 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 there are no deviations from the stated terms in the RFQP Document.

<table>
<thead>
<tr>
<th>Description</th>
<th>(in Rupees Figures)</th>
<th>Rupees (in Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CYOF#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# excluding applicable Goods and Services Tax (GST) (if any)
A. BREAK-UP OF PRICE FOR CYOF

I. BREAK-UP PRICE FOR CYOF

<table>
<thead>
<tr>
<th>Quantity (Total No. of Service Kms per year)</th>
<th>Rs. / Service Km</th>
<th>Total per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A(Refer Table 1 Part III of RFQP Document)</td>
<td>B</td>
<td>C=A*B</td>
</tr>
<tr>
<td>LF AC AC Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total – LF\textsubscript{AC} = CYOF\textsubscript{AC Services}
Note:
(a) The service kms per year include the distance for Idle run, which shall be payable at the same rate. Refer Trip and Idle Run definition in Concession Agreement.
(b) The Concessionaire may be directed by IM/DoT to operate additional Stage Carriages from reserve fleet depending upon operational exigency. In the said event to operate additional Stage Carriages, the applicable rates will be same which are applicable for Basic Services in terms of CYF payment.
(c) deleted
(d) Deleted.
(e) Deleted

(f) After completion of five years from the date of registration of each Stage Carriage, the payment will be subject to meeting the requirements in terms of Clause 7.2.2 (hh) of Concession Agreement. 50% of CYF shall be withheld till submission of Certificate of Refurbishment issued by vehicle manufacturer or his authorised network. Further, the withheld payment shall be released by IM/DoT to the Concessionaire for respective Stage Carriages without any interest on submission of the Stage Carriage wise Certificate of Refurbishment issued by vehicle manufacturer or his authorised network as required to be submitted to IM/DOT within a window of one year as specified in Clause 7.2.2 (hh) of Concession Agreement. However, the said withheld payment will be forfeited in case of delay in completion of Refurbishment work of each Stage Carriage beyond window of one year as specified in Clause 7.2.2 (hh) of Concession Agreement. In the said event, the 50% of CYF shall restart only from the date of refurbishment of the Stage Carriage in accordance with the above Certificate.

(g) IM will cross verify the Certificate of Refurbishment on the ground for final acceptance for the purpose of release of payment.

We understand Consumer Price Index (CPI) for industrial workers in Delhi (Base Year 2016 = 100) = 122.8 (as on July, 2021)
Wholesale Price Index (WPII) - base index value of WPI equal as on Proposal Due Date
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 lower value would be considered for evaluation.**
- **Price Proposal to be separately submitted for each Project**
## Appendix 18: Format for Annual Operating Costs

**For Cluster No. 3 CLF**

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Cost Item</th>
<th>Item</th>
<th>Percentage to Annual Cost Estimates (“%”)</th>
<th>INR</th>
<th>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td><strong>Capital Charge</strong></td>
<td>(a)</td>
<td>(b)</td>
<td>(d)</td>
<td></td>
</tr>
<tr>
<td><strong>Buses</strong></td>
<td>Buses – Depreciation</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Buses – Finance Costs</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total (1+2)</strong></td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Assets</strong></td>
<td>Other Assets - Depreciation</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Assets – Finance Costs</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Assets – Rentals such as passenger facility charges (stand fee), Bus Depot charges</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Statutory Expense including insurances</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub- Total (3+4+5+6+7)</strong></td>
<td></td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Cost related to Insurance, Permit cost, Road Tax, Fitness Cost etc. need to be given separately for each item. In case of and variation/ increase/ decrease in these costs by any competent authority/ Govt/ DoT, the CYF for the purpose of payment shall be adjusted accordingly.**
<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Cost Item</th>
<th>Item</th>
<th>Percentage to Annual Cost Estimates (“%”)</th>
<th>INR</th>
<th>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B1</td>
<td>Consumables Charge</td>
<td>(a)</td>
<td></td>
<td>(b)</td>
<td></td>
</tr>
<tr>
<td>BusOperational Costs</td>
<td>Fuel – CNG</td>
<td>9</td>
<td>X</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Sub- Total (9)</td>
<td></td>
<td>10</td>
<td>X</td>
<td>x</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B2</td>
<td>Consumables Charge</td>
<td>(a)</td>
<td></td>
<td>(b)</td>
<td></td>
</tr>
<tr>
<td>BusOperational Costs</td>
<td>Oils/Lubricants</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BusOperational Costs</td>
<td>Spare Parts / Consumables</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BusOperational Costs</td>
<td>Tyres / Tubes</td>
<td>13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub- Total (11+12+13)</td>
<td></td>
<td>14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Manpower and Overheads Costs</td>
<td>(a)</td>
<td></td>
<td>(b)</td>
<td></td>
</tr>
<tr>
<td>BusOperational Costs</td>
<td>Drivers</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BusOperational Costs</td>
<td>Inspectors / Supervisors</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BusOperational Costs</td>
<td>Cleaners</td>
<td>17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Repairs &amp; Maintenance</td>
<td>Mechanics/ Maintenance Staff</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Repairs &amp; Maintenance</td>
<td>Bus Refurbishment</td>
<td>19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Category</td>
<td>Cost Item</td>
<td>Item</td>
<td>Percentage to Annual Cost Estimates (&quot;%&quot;)</td>
<td>INR</td>
<td>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------------------------------------------</td>
<td>------</td>
<td>------------------------------------------</td>
<td>-----</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>C</td>
<td>Manpower and Overheads Costs</td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td>Other Repairs &amp; Maintenance (non-bus)</td>
<td>Building &amp; Ground Maintenance</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plant &amp; Equipment Maintenance</td>
<td>21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Bus – Related Costs</td>
<td>Security Services</td>
<td>22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support Vehicles – Operating &amp; Maintenance Costs</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Others</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub – Total (15 to 24)</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>Telecommunications</td>
<td>26</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Electricity Energy Consumption</td>
<td>27</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Water, Sewerage charges</td>
<td>28</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub- Total (26+27+28)</td>
<td>29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration and Overheads</td>
<td>Directors and Senior Management</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Administrative Staff</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting &amp; Audit Fees, Bank Fees &amp; Charges, Legal Expenses, Fringe Benefit Tax, Insurance (non-bus), Rent &amp; Rates</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Office and Miscellaneous Expenditure</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub- Total (30 to 33)</td>
<td>34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL (8+10+14+25+29+34)</td>
<td></td>
<td>36</td>
<td>100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of Bus</td>
<td>(INR)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All inclusive Cost of Bus (including all applicable taxes, levies, duties, GST etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note A:** The Bidder needs to provide in detail (component wise) all taxes including GST that has been considered for preparation of the bid and arriving at the CYOF. The Bid shall be governed by the Anti Profiteering Rules under GST by Govt of India. Any reduction in GST or any other tax in future on any component would need to be passed on to the DoT. Any further clarification/additional information/calculation in support of above information may be provided by as annexure to this format by the Bidder.

**Note B:** Format to be separately submitted for each Project
Request for Qualification and Proposal

for

Cluster 4 CLF
Operation of Private Stage Carriage Services

September 30, 2021

Part IV – Financial Proposal Format

Issued By

Transport Department
Government of National Capital Territory of Delhi

Prepared by

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th floor, Block 1, Delhi Technology Park, Shastri Park, Delhi – 110053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
FB 2: Financial Bid for Cluster 4 CLF
Date:  
To:

Secretary and Commissioner Transport  
Transport Department  
Government of National Capital Territory of Delhi  
5/9, Under Hill Road,  
Delhi – 110054

Re: Operation of Private Stage Carriage Services in Cluster No. 4 CLF

We are pleased to submit our Price Proposal for the Operation of Private Stage Carriage Services in Cluster No. 4 CLF. We have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFQP) 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 there are no deviations from the stated terms in the RFQP Document.

<table>
<thead>
<tr>
<th>Description</th>
<th>Rupees (in Figures)*</th>
<th>Rupees (in Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CYOF#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# excluding applicable Goods and Services Tax (GST) (if any)

………………………………………………
Name of the Bidder

………………………………………………
Signature of the Authorised Person

………………………………………………
Name of the Authorised Person

Note:

- For each Project separate Price Proposal should be submitted and respective Cluster No should be written on the Price Proposal.
- 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 lower value would be considered for evaluation.
- Price Proposal to be separately submitted for each Project.
Appendix 15B: Format of Price Proposal

Date: 

To
Secretary and Commissioner Transport
Transport Department
Government of National Capital Territory of Delhi
5/9, Under Hill Road,
Delhi – 110054

Re: Operation of Private Stage Carriage Services in Cluster No. 4 CLF

We are pleased to submit our Price Proposal for the Operation of Private Stage Carriage Services in Cluster No. 4 CLF. We have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFQP) 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 there are no deviations from the stated terms in the RFQP Document.

<table>
<thead>
<tr>
<th>Description</th>
<th>(in Rupees Figures)</th>
<th>Rupees (in Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CYOF#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# excluding applicable Goods and Services Tax (GST) (if any)
A. BREAK-UP OF PRICE FOR CYOF

I. BREAK-UP PRICE FOR CYOF

<table>
<thead>
<tr>
<th>Quantity (Total No. of Service Kms per year)</th>
<th>Rs. / Service Km</th>
<th>Total per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A(Refer Table 1 Part III of RFQP Document)</td>
<td>B</td>
<td>C=A*B</td>
</tr>
<tr>
<td>LF AC AC Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total – $LF_{AC} = CYOF_{AC}$ Services
Note:
(a) The service kms per year include the distance for Idle run, which shall be payable at the same rate. Refer Trip and Idle Run definition in Concession Agreement.
(b) The Concessionaire may be directed by IM/DoT to operate additional Stage Carriages from reserve fleet depending upon operational exigency. In the said event to operate additional Stage Carriages, the applicable rates will be same which are applicable for Basic Services in terms of CYF payment.
(c) deleted
(d) Deleted.
(e) Deleted

(f) After completion of five years from the date of registration of each Stage Carriage, the payment will be subject to meeting the requirements in terms of Clause 7.2.2 (hh) of Concession Agreement. 50% of CYF shall be withheld till submission of Certificate of Refurbishment issued by vehicle manufacturer or his authorised network. Further, the withheld payment shall be released by IM/DoT to the Concessionaire for respective Stage Carriages without any interest on submission of the Stage Carriage wise Certificate of Refurbishment issued by vehicle manufacturer or his authorised network as required to be submitted to IM/DOT within a window of one year as specified in Clause 7.2.2 (hh) of Concession Agreement. However, the said withheld payment will be forfeited in case of delay in completion of Refurbishment work of each Stage Carriage beyond window of one year as specified in Clause 7.2.2 (hh) of Concession Agreement. In the said event, the 50% of CYF shall restart only from the date of refurbishment of the Stage Carriage in accordance with the above Certificate.

(g) IM will cross verify the Certificate of Refurbishment on the ground for final acceptance for the purpose of release of payment.

We understand Consumer Price Index (CPI) for industrial workers in Delhi (Base Year 2016 = 100) = 122.8 (as on July, 2021)
Wholesale Price Index (WPII) - base index value of WPI equal as on Proposal Due Date

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 lower value would be considered for evaluation.
- Price Proposal to be separately submitted for each Project
## Appendix 18: Format for Annual Operating Costs

### For Cluster No. 4 CLF

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Cost Item</th>
<th>Item</th>
<th>Percentage to Annual Cost Estimates (“%”)</th>
<th>INR</th>
<th>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Capital Charge</td>
<td>(a) (b) (d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buses</td>
<td>Buses – Depreciation</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Buses – Finance Costs</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub-Total (1+2)</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Assets</td>
<td>Other Assets- Depreciation</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Assets – Finance Costs</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Assets – Rentals such as passenger facility charges (stand fee), Bus Depot charges</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Statutory Expense including insurances</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub- Total (3+4+5+6+7)</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Cost related to Insurance, Permit cost, Road Tax, Fitness Cost etc. need to be given separately for each item. In case of and variation/ increase/ decrease in these costs by any competent authority/ Govt/ DoT, the CYF for the purpose of payment shall be adjusted accordingly.**
<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Cost Item</th>
<th>Item</th>
<th>Percentage to Annual Cost Estimates (“%”)</th>
<th>INR</th>
<th>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Consumables Charge</td>
<td>(a)</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td></td>
<td>Fuel – CNG</td>
<td>9</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td></td>
<td>Sub- Total (9)</td>
<td>10</td>
<td>x</td>
<td>x</td>
<td>X</td>
</tr>
<tr>
<td>B2</td>
<td>Consumables Charge</td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td></td>
<td>Oils/Lubricants</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Spare Parts / Consumables</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tyres / Tubes</td>
<td>13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub- Total (11+12+13)</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Manpower and Overheads Costs</td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td></td>
<td>Drivers</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inspectors / Supervisors</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cleaners</td>
<td>17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mechanics/ Maintenance Staff</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bus Refurbishment</td>
<td>19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Category</td>
<td>Cost Item</td>
<td>Item</td>
<td>Percentage to Annual Cost Estimates (“%”)</td>
<td>INR</td>
<td>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>------------------------------------------------</td>
<td>------</td>
<td>-------------------------------------------</td>
<td>-----</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>C Manpower and Overheads Costs</td>
<td>Building &amp; Ground Maintenance</td>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Repairs &amp; Maintenance (non-bus)</td>
<td>Plant &amp; Equipment Maintenance</td>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Bus – Related Costs</td>
<td>Security Services</td>
<td>(c)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support Vehicles – Operating &amp; Maintenance Costs</td>
<td>(d)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Others</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub – Total (15 to 24)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>Telecommunications</td>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Electricity Energy Consumption</td>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Water, Sewerage charges</td>
<td>(c)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub-Total (26+27+28)</td>
<td>(d)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration and Overheads</td>
<td>Directors and Senior Management</td>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Administrative Staff</td>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting &amp; Audit Fees, Bank Fees &amp; Charges,</td>
<td>(c)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Legal Expenses, Fringe Benefit Tax,</td>
<td>(d)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Insurance (non-bus), Rent &amp; Rates</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Office and Miscellaneous Expenditure</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub-Total (30 to 33)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL (8+10+14+25+29+34)</td>
<td></td>
<td></td>
<td></td>
<td>100.00</td>
</tr>
<tr>
<td>Cost of Bus</td>
<td>(INR)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>---------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All inclusive Cost of Bus (including all applicable taxes, levies, duties,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GST etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note A:** The Bidder needs to provide in detail (component wise) all taxes including GST that has been considered for preparation of the bid and arriving at the CYOF. The Bid shall be governed by the Anti Profiteering Rules under GST by Govt of India. Any reduction in GST or any other tax in future on any component would need to be passed on to the DoT. Any further clarification/additional information/calculation in support of above information may be provided by as annexure to this format by the Bidder.

**Note B:** Format to be separately submitted for each Project
Request for Qualification and Proposal

Through e-procurement Portal of Government of NCT of Delhi
(https://govtprocurement.delhi.gov.in)

For

Cluster No. 4 CLF

Operation of Private Stage Carriage Services

September 2021

<table>
<thead>
<tr>
<th>Part I</th>
<th>Instructions to Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part II</td>
<td>Draft Concession Agreement</td>
</tr>
<tr>
<td>Part III</td>
<td>Cluster Design Data</td>
</tr>
<tr>
<td>Part IV</td>
<td>Financial Proposal Format</td>
</tr>
</tbody>
</table>

Issued By

Transport Department
Government of National Capital Territory of Delhi

Prepared by

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th floor, Block 1, Delhi Technology Park, Shastri Park,
Delhi – 110053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
Request for Qualification and Proposal

Through e-procurement Portal of Government of NCT of Delhi
(https://govtprocurement.delhi.gov.in)

For

Cluster Nos. 3 CLF and 4 CLF

Operation of Private Stage Carriage Services

September 30, 2021

Part I: Instructions to Bidders

Issued By

Transport Department
Government of National Capital Territory of Delhi

Prepared by

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th floor, Block 1, Delhi Technology Park, Shastri Park,
Delhi – 110053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
The information contained in this Request for Qualification and Proposal (“RFQP”) Document, whether verbally or in documentary or in any other form, by or on behalf of the Transport Department in the Government of National Capital Territory of Delhi (the “Transport Department, GNCTD”), or any of their employees or advisors, on the terms and conditions set out in this RFQP Document and such other terms and conditions as the Transport Department, GNCTD may prescribe in this behalf, has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid.

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

The Transport Department, GNCTD, 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 RFQP Document or otherwise including the accuracy, reliability or completeness of the RFQP Document or any assessment, assumption, statement or information contained therein or deemed to form part of the RFQP 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 RFQP Document is only indicative and the Transport Department, GNCTD, 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 RFQP Document.

This RFQP 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 Operation of Private Stage Carriage Services in relation to which it is being issued.

The information and statements made in this RFQP 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 RFQP Document is accordingly expressly disclaimed.

September 2021
This RFQP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. Information provided in this RFQP 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. The Transport Department, GNCTD, their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

The Transport Department, GNCTD, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQP Document. Any change to the RFQP Document will be uploaded on the e-procurement website of Government of National Capital Territory of Delhi (GNCTD). No part of this RFQP Document and no part of any subsequent correspondence by the Transport Department, GNCTD, 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 the authority to enter into and approve such agreements. The Transport Department, GNCTD, reserves the right to reject all or any of the Proposal submitted in response to this RFQP Document at any stage without assigning any reasons whatsoever and the issue of this RFQP Document does not imply that the Transport Department, GNCTD 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 RFQP 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 with the Bidder and the Transport Department, GNCTD, 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. The Transport Department, GNCTD, 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 the Transport Department, GNCTD, their employees and advisors.
GOVERNMENT OF NCT OF DELHI
TRANSPORT DEPARTMENT
5/9, UNDER HILL ROAD, DELHI – 110054

Notice Inviting e-Tender

REQUEST FOR QUALIFICATION AND PROPOSAL (RFQP) FOR OPERATION OF 450 LOW FLOOR CNG PROPELLED AIR-CONDITIONED PRIVATE STAGE CARRIAGE (BUSES) UNDER THE CLUSTER SCHEME OF GOVERNMENT OF NCT OF DELHI

In order to provide safe, secure, efficient and reliable operation of buses in Delhi, the Transport Department, Government of National Capital Territory of Delhi (GNCTD) has inducted 3,033 buses under Cluster Scheme for operation of Private Stage Carriage services in Delhi. The Transport Department now invites competitive bidding for induction of 450 Low Floor CNG propelled Air-conditioned electric buses.

Transport Department, GNCTD invites Request for Qualification and Proposal (RFQP) in the form of proposal (“Proposal”) through e-procurement portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in) from suitable business entities and other interested parties to be selected through an open, transparent and global competitive bidding process for operation of Project/ Cluster 3 CLF and 4 CLF with following tender ID.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Cluster No.</th>
<th>Tender ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cluster 3 CLF</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Cluster 4 CLF</td>
<td></td>
</tr>
</tbody>
</table>

The Bid document can be downloaded from the e-procurement portal of GNCTD and website of Transport Department from xxxxxx. The Bid security of amount as per details given in RFQP in the form of original bank guarantee and cost of RFQP document (Rs.75,000/- plus GST @ 18%) in the form of Demand Draft in original favouring Commissioner (Transport), Government of NCT of Delhi, payable at New Delhi shall be submitted to Deputy Commissioner (Cluster), Transport Department, GNCTD, Room No.123, New Block, 5/9, Under Hill Road, Delhi - 110054, so as to reach on or before 1500 hours Indian Standard Time (IST) on xxxxxx, 2021 (“Proposal Due Date for submission of e-tender”).

Pre-bid meeting will be held on xxxxx, 2021 at 2:30 PM IST, in the Conference Room of Transport Department, Government of NCT of Delhi, 2nd Floor, 5/9, Under Hill Road, Delhi – 110054. Bidders are expected to complete their registration by 2:00 p.m IST. on the same day.

Deputy Commissioner (Cluster)
Transport Department
Government of NCT of Delhi
E-mail: cs.nawani@delhi.gov.in

September 2021
### Abbreviations

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPI</td>
<td>Consumer Price Index</td>
</tr>
<tr>
<td>CYOF</td>
<td>Consolidated Year One Fare</td>
</tr>
<tr>
<td>DIMTS</td>
<td>Delhi Integrated Multi-Modal Transit System</td>
</tr>
<tr>
<td>DMRC</td>
<td>Delhi Metro Rail Corporation</td>
</tr>
<tr>
<td>DTC</td>
<td>Delhi Transport Corporation</td>
</tr>
<tr>
<td>GNCTD</td>
<td>Government of National Capital Territory of Delhi</td>
</tr>
<tr>
<td>GOI</td>
<td>Government of India</td>
</tr>
<tr>
<td>INR</td>
<td>Indian National Rupee</td>
</tr>
<tr>
<td>LOA</td>
<td>Letter of Acceptance</td>
</tr>
<tr>
<td>MoU</td>
<td>Memorandum of Understanding</td>
</tr>
<tr>
<td>PCU</td>
<td>Passenger Car Unit</td>
</tr>
<tr>
<td>RFQP</td>
<td>Request for Qualification and Proposal</td>
</tr>
<tr>
<td>RTV</td>
<td>Rural Transport Vehicle</td>
</tr>
<tr>
<td>SB</td>
<td>Successful Bidder</td>
</tr>
<tr>
<td>SPC</td>
<td>Special Purpose Company</td>
</tr>
</tbody>
</table>
Part I: Instructions to Bidders

1 Scheme Overview ........................................................................................................ 9
   1.1 Definitions ........................................................................................................... 9
   1.2 Brief Description of the Scheme ........................................................................ 12

2 Introduction to Project ................................................................................................. 15
   2.1 General ............................................................................................................... 15
   2.2 Brief Description of Bidding Process .................................................................. 16
   2.3 Role of DIMTS .................................................................................................. 17

3 Instruction to Bidders .................................................................................................... 18
   A. General ................................................................................................................. 18
      3.1 Scope of Proposal ............................................................................................ 18
      3.2 Eligible Bidders .............................................................................................. 19
      3.3 Additional Requirements for Proposal Submitted by a Consortium .............. 20
      3.4 Special Conditions of Eligibility .................................................................... 22
      3.5 Incorporation of Special Purpose Company .................................................. 22
      3.6 Number of Proposals ...................................................................................... 22
      3.7 Proposal Preparation Cost .............................................................................. 22
      3.8 Verification of Documents .............................................................................. 23
      3.9 Contents of RFQP Document .......................................................................... 23
      3.10 Clarifications by Bidders ................................................................................ 23
      3.11 Amendment of RFQP Document ................................................................... 24
      3.12 Miscellaneous – Other Provisions .................................................................. 24
      3.13 Disqualification .............................................................................................. 25
      3.14 Language ........................................................................................................ 29
      3.15 Currency ......................................................................................................... 29
      3.16 Bid Security ................................................................................................... 29
      3.17 Validity of Proposal ....................................................................................... 31
      3.18 Bidders Responsibility .................................................................................. 31
      3.19 Pre-Proposal Meeting .................................................................................. 32
      3.20 Format and Signing of Proposal .................................................................... 32
      3.21 Submission of Proposal .................................................................................. 34
4 Criteria and Methodology for Qualification and Evaluation ........................................38
A. General ......................................................................................................................38
  4.1 Qualification Parameters ..................................................................................38
  4.2 Operational Experience Criteria ......................................................................38
  4.3 Evaluation Criteria for Financial Capability ...................................................43
  4.4 Evaluation Criteria for a Consortium .................................................................44
  4.5 Other Condition of Qualification .....................................................................44
  4.6 Deleted ..................................................................................................................45
B. Evaluation Methodology ..........................................................................................46
  4.7 Opening of Proposal .........................................................................................46
  4.8 Test of Responsiveness ....................................................................................46
  4.9 Evaluation of Technical Submissions .................................................................47
  4.10 Evaluation of Price Proposal ...........................................................................48
  4.11 Notification .........................................................................................................49
  4.12 Transport Department, GNCTD’s Right to Accept or Reject Proposal ..........49
  4.13 Acknowledgment of Letter of Acceptance (LOA) and Execution of Concession Agreement 50
  4.14 Performance Security ......................................................................................51
Appendix 1: Schedule of Bidding Process ..................................................................52
Appendix 2: Format of Notification of Intent to Submit Proposal ...............................53
Appendix 3: Format for Covering Letter cum Project Undertaking ............................54
Appendix 4: Format for Power of Attorney for Signing of Proposal .........................58
Appendix 5: Format for Power of Attorney for Lead Member of Consortium ..........59
Appendix 6: Format for Details of Bidder ..................................................................60
Appendix 7: Format for Financial Capability of the Bidder .....................................62
Appendix 8: Format for Experience of the Bidder .....................................................65
Appendix 8A: Format for Permit Details ....................................................................66
Appendix 8B: Guidelines for Providing Information Related to Experience ...............67
Appendix 8C: Format for Cumulative Revenue from providing Maintenance Services to the extent of AMC experience of buses by the Bidder .........................................................68
Appendix 8D: Guidelines for Providing Information Related to Maintenance Services Experience ..........................................................70
Appendix 9: Format for Affidavit Certifying that Entity / Directors of Entity are not Blacklisted 71
Appendix 10: Format for Memorandum of Understanding (MOU)...........................................72
Appendix 11: Deleted..................................................................................................................74
Appendix 12: Format for Undertaking by Type 2 Bidder .............................................................75
Appendix 13: Format of Non-Collusion Certificate......................................................................77
Appendix 14: Format of Bid Security ............................................................................................78
Appendix 15A: Format of Price Proposal.......................................................................................80
Appendix 15B: Format of Price Proposal.......................................................................................81
Appendix 16: Format for Draft Letter of Acceptance (To be issued by Transport Department, GNCTD)........................................................................................................................................82
Appendix 17: Format of Acknowledgement Letter of Acceptance (To be issued submitted by Successful Bidder to Transport Department, GNCTD)...........................................................................................................84
Appendix 18: Format for Annual Operating Costs .........................................................................86
Appendix 19: Format for Operations Plan.......................................................................................87
Appendix 20: Format of Affidavit ....................................................................................................88
Appendix 21: Guidelines of the Department of Disinvestment.......................................................89
Appendix 22: Cluster Details (Refer Part-III Cluster Design Data)..................................................91
Appendix 23: Integrity Pact.............................................................................................................92
Annexure 1: Office Memorandum and corresponding Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure.........................................................100
1 Scheme Overview

1.1 Definitions

1.1.1 In this RFQP Document, the following words and expressions shall, unless repugnant to the context or meaning thereof and unless the document so specifically provides, have the meaning hereinafter respectively assigned to them:

1) “Bidder” means interested party who is eligible to submit its proposal in accordance with the RFQP Document for the Project.

2) “Bidding Process” shall mean the single stage competitive bidding process with two envelope system comprising (i) the Technical Submissions and (ii) the Price Proposal for each Cluster or Project.

3) “Business Entity” shall mean either of the following:
   (a) a company incorporated under the Companies Act, 2013, but excluding companies covered under section 2(45) of the Companies Act, 2013; or
   (b) an entity incorporated outside India under equivalent law.

4) “Bid Security” shall mean the unconditional and irrevocable bank guarantee submitted along with the Proposal by the Bidder as per the provisions of Clause 3.16 of this RFQP Document, Part I, Instructions to Bidders. FDR in line with GFR shall also be allowed for the purpose of Bid Security lieu of bank guarantee. All provisions related to Bid Security submitted vide bank guarantee shall apply mutatis mutandis to the Bid Security submitted vide FDR.

5) “Cluster” shall mean an identified cluster of Routes to be allocated to the Successful Bidder for operation of Stage Carriage Services as set out in Part III of this RFQP Document.

6) “Concession Agreement” shall mean the agreement to be entered into between Transport Department, GNCTD and the Concessionaire for each Project.

7) “Concessionaire or Operator” shall mean the entity with whom Concession Agreement is entered by Transport Department, GNCTD for each Project.

8) “Conflict of Interest” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process, if they have a relationship with each other directly or through a common entity, that puts them in a position to have access to information about or influence of another Bidder and as described in Clause 3.13.3 of this RFQP Document, Part I, Instructions to Bidders.

9) “Consortium” shall mean the combination of a maximum of five (5) entities coming together for submission of a Proposal and as particularly described under Clause 3.2.1 of the RFQP Document.
10) “Contract Carriage” means a motor vehicle which carries a passenger or passengers for hire or reward and is engaged under a contract, whether expressed or implied, for the use of such vehicle as a whole for the carriage of passengers mentioned therein and entered into by a person with a holder of a permit in relation to such vehicle or any person authorized by him in this behalf on a fixed or an agreed rate or sum-

(a) on a time basis, whether or not with reference to any route or distance; or
(b) from one point to another, and in either case, without stopping to pick up or set down passengers not included in the contract anywhere during the journey, and includes-
(i) a maxi cab; and
(ii) a motorcar notwithstanding separate fares are charged for its passengers and where a Permit has been issued in terms of Section 74 of The Motor Vehicles Act, 1988

11) “DIMTS” shall mean Delhi Integrated Multi-Modal Transit System Limited.

12) “GNCTD” shall mean the Government of National Capital Territory of Delhi.

13) “Lead Member” shall mean a specific member in a Consortium duly nominated by all other members of such Consortium.

14) “Letter of Acceptance” shall mean the letter issued by the Secretary and Commissioner, Transport Department acting for and on behalf of the President of India to the Successful Bidder for award of the Project.

15) “Operator” shall mean the entity with which GNCTD would enter into a Concession Agreement.

16) “Partnership Firm” shall mean a partnership firm as defined and registered under the Indian Partnership Act, 1932 or limited liability partnership firm or an entity incorporated outside India under equivalent law.

17) “Permit” shall mean a permit issued by appropriate authority in terms of The Motor Vehicles Act, 1988 authorising the use of a motor vehicle as a Public Service Vehicle.

18) “Project” shall mean the Stage Carriage Services to be provided by the Concessionaire under integrated management of a suitable agency to be appointed by DoT and through a Concession granted by GNCTD and as per the terms of the RFQP Document and Concession Agreement.

19) “Proposal” shall mean the documents received by Transport Department, GNCTD from an interested party who is eligible to submit its proposal in response to this RFQP Document for the Project.
20) “Proposal Due Date” shall mean the time and date specified for submission of application for Proposal, more particularly detailed under Appendix 1 of this RFQP Document, Part I, Instructions to Bidders.

21) “Proposal Validity Period” shall mean the meaning ascribed to it in Clause 3.17.1 of this RFQP Document, Part I, Instructions to Bidders.

22) “Public Service Vehicle” means any motor vehicle used or adapted to be used for the carriage of passengers for hire or reward, and includes a maxi cab, a motorcar, contract carriage and stage carriage.

23) “Qualified Bidder” shall mean the Bidder whose Technical Submissions are found to be responsive and also meet the qualification criteria in accordance with the Evaluation Methodology set out in the RFQP Document.

24) “RFQP Document” shall mean the documents set out in Clause 3.9 including all the Appendices, Annexures and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.

25) "Route" shall mean a specific route used by a stage carriage bus which is a line of travel which specifies the highway or road which may be traversed by a motor vehicle between one terminus and another.

26) “Scheme” shall have the meaning ascribed thereto under Clause 1.2.1 of this RFQP Document.

27) “Stage Carriage” means a motor vehicle constructed or adapted to carry more than six passengers excluding the driver for hire or just reward at separate fares paid by or for individual passengers, either for the whole journey or for stages of the journey and where a Permit has been issued in terms of Section 72 of the Motor Vehicles Act, 1988.

28) “Stage Carriage Services” shall include the public transport services to be provided by the Concessionaire in terms of the Concession Agreement.

29) “Special Purpose Company” or “SPC” shall mean a limited company, as defined and incorporated under the Companies Act, 2013, where required to be formed for each Project.

30) “Successful Bidder” shall mean the Bidder for award of each Project.
1.2 Brief Description of the Scheme

1.2.1 GNCTD has undertaken a programme to establish an environmentally, socially and financially sustainable network of public transport for Delhi and potentially (some) adjoining areas of the National Capital Region, to encourage commuters to shift to public transport system/s. One of the tasks to achieve the above mentioned program is to streamline the private bus operations. For this GNCTD has formulated a scheme that aims at operation of buses in Delhi to specified performance standards, with specific focus on safety, by private entities selected through a competitive bidding process under a suitable contractual structure (herein after referred to as the “Scheme”). Accordingly bulk permits shall be granted to operate on an identified cluster. The overall fleet strength of private buses and DTCs fleet in each cluster of routes will be approximately in the proportion of 50:50.

1.2.2 The Scheme is expected to cover all existing and potentially new routes in a phased manner. To reduce competition of buses on roads, based on commonality of existing routes, routes are expected to be aggregated together in a Cluster and offered as a Project, based on following broad guidelines:

- Routes that have a substantial number of contiguous stages that are common can be in the same Cluster;
- Scheme operation would be synchronised with stage carriage services of DTC under UTT; and
- besides services under UTT other services such as University specials, limited special services (both by DTC), feeder services by DMRC are expected to continue their services.

1.2.3 Routes have been classified into Clusters based on geographical considerations and nature of services to be provided. Based on the geographical considerations, tentative list of Clusters is set out below:

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Notified/Old Cluster No.</th>
<th>Cluster Number in Order of Bidding</th>
<th>Actual no. of buses (excluding reserve fleet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>1&lt;sup&gt;s&lt;/sup&gt;</td>
<td>231</td>
</tr>
<tr>
<td>2</td>
<td>16</td>
<td>2&lt;sup&gt;s&lt;/sup&gt;</td>
<td>232</td>
</tr>
<tr>
<td>3</td>
<td>5</td>
<td>3&lt;sup&gt;&amp;&lt;/sup&gt;</td>
<td>181</td>
</tr>
<tr>
<td>4</td>
<td>6</td>
<td>4&lt;sup&gt;&amp;&lt;/sup&gt;</td>
<td>148</td>
</tr>
<tr>
<td>5</td>
<td>14</td>
<td>5&lt;sup&gt;&amp;&lt;/sup&gt;</td>
<td>120</td>
</tr>
<tr>
<td>6</td>
<td>12</td>
<td>6&lt;sup&gt;s&lt;/sup&gt;</td>
<td>423</td>
</tr>
<tr>
<td>7</td>
<td>7</td>
<td>7&lt;sup&gt;s&lt;/sup&gt;</td>
<td>358</td>
</tr>
<tr>
<td>8</td>
<td>8</td>
<td>8&lt;sup&gt;s&lt;/sup&gt;</td>
<td>513</td>
</tr>
<tr>
<td>9</td>
<td>17</td>
<td>9&lt;sup&gt;s&lt;/sup&gt;</td>
<td>418</td>
</tr>
<tr>
<td>10</td>
<td>13</td>
<td>13&lt;sup&gt;s&lt;/sup&gt;</td>
<td>350</td>
</tr>
<tr>
<td>11</td>
<td>10 (14)</td>
<td>14 (part)&lt;sup&gt;s&lt;/sup&gt;</td>
<td>120</td>
</tr>
<tr>
<td>12</td>
<td>9 (16)</td>
<td>16&lt;sup&gt;A&lt;/sup&gt;s</td>
<td>250</td>
</tr>
<tr>
<td>13</td>
<td>9 (16)</td>
<td>16&lt;sup&gt;B&lt;/sup&gt;s</td>
<td>280</td>
</tr>
<tr>
<td>Sl.</td>
<td>Notified/Old Cluster No.</td>
<td>Cluster Number in Order of Bidding</td>
<td>Actual no. of buses (excluding reserve fleet)</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------</td>
<td>-----------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>14</td>
<td>2A+10B</td>
<td>14CLF^</td>
<td>250</td>
</tr>
<tr>
<td>15</td>
<td>4A+15A</td>
<td>15CLF$</td>
<td>190</td>
</tr>
<tr>
<td>16</td>
<td>2B+10C</td>
<td>16ACLFS</td>
<td>160</td>
</tr>
<tr>
<td></td>
<td></td>
<td>16B CLF^</td>
<td>190</td>
</tr>
<tr>
<td>17</td>
<td>3A+15B</td>
<td>17CLF$</td>
<td>210</td>
</tr>
<tr>
<td>18</td>
<td></td>
<td>E1$</td>
<td>190</td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>3 CLF#</td>
<td>230</td>
</tr>
<tr>
<td>20</td>
<td></td>
<td>4 CLF#</td>
<td>220</td>
</tr>
</tbody>
</table>

Note

$ Bidding process completed, ^ Bidding process in progress, # Cluster for which this RFQP Document is issued

& The routes of the clusters are restructured under Cluster 3 CLF and 4 CLF for bidding.

2. Operation of Private Stage Carriage Services in Delhi was planned in terms of the Scheme (refer para 1.2.1 of Part I – Instructions to Bidders) with the services of Private Stage Carriage operators being sought for 17 Clusters. Based on availability of land for the depots and their location, the Clusters were reorganized by suitably regrouping the routes by minimizing dead mileage and with a view to improve operations efficiency and productivity in line with the Scheme objectives. Therefore the number of projects being bid out would exceed the number of Clusters as initially identified. Since the earlier Bids used the term Cluster also as a Bid package, this distinction has now become blurred due to aforesaid reasons. Therefore it is clarified that for the purpose of bidding and Concession Agreement, the word Cluster needs to be interpreted and understood as bid package or “Project”. The word Cluster and Project shall be used, interchangeably mutatis mutandis.

1.2.4 All buses under the Scheme would be operating under a common brand, tentatively referred as “Delhi Transit”.

1.2.5 A detailed time table (“Unified Time Table” or “UTT”), setting out time-slots for operation of DTC buses and the Stage Carriage Services for Cluster No. 3 CLF and 4 CLF shall be provided.

1.2.6 The Operator will also be required to meet Performance Standards, specified in the Concession Agreement, failing which appropriate penalty would be levied for non-performance thereof. The Performance Standards could typically relate to:

- Service levels for the operations
- Specifications & Standards for the buses
- Performance of staff
1.2.7 Each Cluster shall have buses as defined in terms of technical specifications. In addition to pre-specified technical specifications, the buses are also expected to be equipped with certain specific equipment that may include:

- Device/s to enable the tracking of buses
- Device/s to communicate operational parameters on a continuous basis to a control centre
- Device/s to validate off-board tickets
- Device/s to issue tickets that record the number of tickets issued and the time and place of issue
- Devices to record the identity of staff in the bus

1.2.8 Fares may be collected through a variety of options like tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services could also be introduced at a later date. On-board, off-board collection and any other revenue stream including advertisement revenue shall be retained by GNCTD, a detailed mechanism is provided in the draft Concession Agreement.
2 Introduction to Project

2.1 General

2.1.1 Transport Department, GNCTD invites Proposals through e-procurement portal (https://govtprocurement.delhi.gov.in), from suitable entities for operation of Stage Carriage Services in Cluster No. 3 CLF and 4 CLF (Please refer to Table in Para 1.2.3 of ITB for corresponding notified Cluster Numbers) under a suitable contractual structure for a period of ten (10) years. The private entity shall be selected through an open, transparent and competitive bidding process.

2.1.2 The Bidding Process is being undertaken for Cluster No. 3 CLF and 4 CLF. However, bidding for each Cluster is a distinct and separate activity and GNCTD reserves the right to separate the bidding of Clusters in terms of process qualification/evaluation criteria, any other material features of draft Concession Agreement.

2.1.3 The Concessionaires shall be required to comply with the provisions of the Motor Vehicle Act, 1988, rules and Permit conditions made there under, other relevant statutes and directions of Hon’ble Courts issued from time to time.

2.1.4 Permit for operation of Stage Carriage is issued by the State Transport Authority (“STA”), GNCTD for a maximum period of five (5) years only. To meet obligations under the Concession Agreement renewal of Permits may be required, for which purpose Concessionaires shall be required to approach STA. GNCTD proposes to facilitate such process, in terms of the Concession Agreement.

2.1.5 The Concessionaires would be required to mobilize finances, procure, develop necessary infrastructure, and operate the Stage Carriage Services in accordance with the specifications and standards set out and under other applicable laws/ bylaws governing such operations.

2.1.6 An agreement for development, operation, management, financing of the Project (“Concession Agreement”) with development milestones and operations requirements/specifications/ performance standards clearly set out is expected to be executed between GNCTD and the Successful Bidder for each Project. The draft Concession Agreement would also provide specific rights towards use of road infrastructure, bus stops bus depot, and bus terminals for use by the Concessionaire.

2.1.7 The Indicative costs pertaining to the Project(s) are provided in the table below. The assessment of actual costs, however, will have to be made by the Bidders.

<table>
<thead>
<tr>
<th>Cluster No.</th>
<th>Number of Buses</th>
<th>Estimated Cost of Year One Services (Rs. Crore)</th>
<th>Estimated Cost of Assets (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cluster 3 CLF</td>
<td>230</td>
<td>126.55</td>
<td>201.25</td>
</tr>
<tr>
<td>Cluster 4 CLF</td>
<td>220</td>
<td>121.05</td>
<td>192.50</td>
</tr>
</tbody>
</table>
2.2 Brief Description of Bidding Process

2.2.1 Transport Department, GNCTD intends to follow a single stage bidding process with two bids system (“Bidding Process”) through e-procurement portal for selection of operator(s) for the Project(s). This process involves selection of a Successful Bidder of interested parties who is eligible to submit its proposal as specified in this RFQP Document (the “Bidders”).

2.2.2 RFQP Document follows a two stepped approach comprising:

- Qualification Phase: Shortlisting of Bidders based on qualification criteria (“Shortlisted Bidders”)
- Proposal Phase: Evaluation of Price Proposals received from Shortlisted Bidders (“Successful Bidder”)

2.2.3 GNCTD, invites proposal from interested parties in response to this RFQP Document for two (2) Projects, each catering to one specific Cluster i.e., Cluster No. 3 CLF and 4 CLF. Each of such Projects shall be treated as individual and distinct Projects.

2.2.4 Subject to Clause 3.4.2, each Bidder can win a maximum of six (6) Projects out of the Cluster Scheme except for Type 2 Bidder who can win a maximum of one Project only. Financial Capability of a Shortlisted Bidder shall be adjusted (reduced) to reflect the Project won by such Successful Bidder.

2.2.5 As a part the Bidding Process, the business entities and interested parties will be required to submit two bids containing: (i) their Technical Submissions; and (ii) their Price Proposal as part of their proposal package through e-procurement portal of GNCTD.

2.2.6 Technical Submission of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, bid security and other such compliances and further to evaluate the technical capability and financial capability in accordance with the Evaluation Methodology set out in this RFQP Document. At the end of this Qualification Phase, Transport Department, GNCTD intends to prepare and release a list of Shortlisted Bidders for each Project.

2.2.7 Price Proposal of only Shortlisted Bidders shall be opened.

2.2.8 Price Proposal shall be opened in terms of Clause 4.10.4 to identify Successful Bidder for each Project.

2.2.9 The Successful Bidder for each Project would then be required to enter into a Concession Agreement with Transport Department, GNCTD, a draft of such Concession Agreement is attached as Part– II of this RFQP Document.

2.2.10 Details of the process of selection, including the schedule of Bidding Process (as provided in Appendix 1 to this RFQP Document), is set out in this RFQP Document.

2.2.11 GOI has issued guidelines (see Appendix 21 of RFQP Document) for qualification of Bidders seeking to acquire stakes in any public enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process.
The Transport Department, GNCTD shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to submit their Proposal and should give an undertaking to this effect in the form at Appendix 13.

### 2.3 Role of DIMTS

2.3.1 DIMTS, a joint venture of GNCTD and IDFC Foundation, has been duly appointed and authorised by GNCTD for project preparation work, management of bid process for selection of suitable operators and management of Concession Agreement(s).

2.3.2 Notwithstanding anything contained in this RFQ Document, DIMTS shall not, in any manner whatsoever and by any person (whether natural or legal) whomsoever, be held responsible/liable for any loss, damages, cost, expense or alleged prejudice which may arise from or be incurred or suffered on account of anything done or caused to be done, in good faith and with reasonable diligence, during performance of any of its obligations for and on behalf of GNCTD.
3 Instruction to Bidders

A. General

3.1 Scope of Proposal

3.1.1 Transport Department, GNCTD wishes to seek responses to the RFQP Document in the form of proposal (“Proposal”) in terms of Clause 2.1.1.

3.1.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Qualification and Proposal (RFQP) Document (hereinafter referred to as the “Evaluation Methodology”) in order to identify the Successful Bidder for the Project (hereinafter referred to as the “Successful Bidder”). The Successful Bidder would then be required to enter into an agreement (hereinafter the “Concession Agreement”) with Transport Department, GNCTD as per the draft set forth in Part – II of this RFQP Document and perform the obligations as stipulated therein, in respect of the Project.

3.1.3 Terms used in this RFQP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

3.1.4 Pursuant to the release of this RFQP Document, the Transport Department, GNCTD shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFQP Document and other documents to be provided to the Transport Department, GNCTD pursuant to this RFQP Document including annexure thereto (collectively referred to as the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Transport Department, GNCTD.

3.1.5 The Bidding Documents including this RFQP Document and all attached documents are and shall remain the property of Transport Department, GNCTD and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective 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 Transport Department, GNCTD will not return any Proposal or any information provided along therewith.

3.1.6 The Bidders are expected to examine the Operation of Private Stage Carriage Services Project, Cluster No. 3 CLF and 4 CLF in detail, and to carry out, at their own cost due diligence as may be required to submit their Proposal for the implementation of the Operation of Private Stage Carriage Services in Cluster No. 3 CLF and 4 CLF.

3.1.7 The statements and explanations contained in this RFQP Document are intended to provide an understanding to the Bidders about the subject matter of this RFQP Document and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Successful Bidder to be set forth in the Concession Agreement or the Transport Department, GNCTD’s right to amend, alter, change, supplement or clarify the scope of service and work, the concession to be awarded pursuant to the RFQP Document including the terms thereof,
and this RFQP Document including terms herein contained. Consequently, any
omissions, conflicts or contradictions in the Bidding Document including this RFQP
Document are to be noted, interpreted and applied appropriately to give effect to this
intent and no claim on that account shall be entertained by the Transport Department,
GNCTD.

3.1.8 Any condition or qualification or any other stipulation contained in the Proposal shall
render the Proposal liable to rejection as a non-responsive Proposal.

3.1.9 This RFQP Document is not transferable.

# 3.2 Eligible Bidders

3.2.1 The Bidders eligible for participating in the Request for Qualification and Proposal
process shall be any one of the following:

**Type 1:** A Business Entity; or

**Type 2:** A Co-operative Society of Scheduled Castes or Scheduled Tribes (SC /ST)
registered in Delhi under Delhi Co-operative Societies Act, 2003 on or before
Proposal Due Date, where all members of such Co-operative society belong
either to the scheduled castes and/ or the scheduled tribes; or

**Type 4:** A combination of a maximum of five (5) members, comprising one Lead
Member who is a Type 1/ Type 2/ AIF entity with other members who are
Type 1/Type 2/ Partnership Firm / registered Co-operative Society / individual
/ VCF entity/Alternate Investment Funds and shall hereinafter be referred as
"Consortium".

(i) Venture Capital Fund ("VCF") shall mean entities registered under the
SEBI\(^1\) (Venture Capital Funds) Regulations, 1996 and/or Securities and
Exchange Board of India (Alternative Investment Funds) Regulations,
2012 and incorporated under
a. the Indian Trusts Act, 1882; or
b. Act of Parliament or State Legislation

(ii) Alternate Investment Funds ("AIF") shall mean entities defined as AIF
under sub clause (b) of regulation 2 of Securities and Exchange Board

Note: A VCF/ AIF can participate only as other member of Type 4 Bidder and its
Charter/by-laws, as the case may be, shall allow such activities for which this
RFQP Document is issued.

Type 2 Bidder in the event of being declared as the Successful Bidder, would be
required to amend its bye-laws, as prescribed under section 11 of Delhi Co-operative

---

\(^1\) Securities and Exchange Board of India
3.2.2 The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 4, authorising the signatory of the Proposal to commit the Bidder.

3.2.3 Deleted.

3.2.4 Type 2 Bidder is required to submit a letter of undertaking in terms of format set out in Appendix 12.

3.2.5 Notwithstanding anything stated elsewhere in these documents, Transport Department, GNCTD shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to Transport Department, GNCTD. A Bidder may be disqualified if it is determined by Transport Department, GNCTD, at any stage of the process, that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must be provided within a reasonable timeframe as stipulated by Transport Department, GNCTD.

3.2.6 A Bidder or member of Consortium which has earlier been barred by Transport Department, GNCTD / any other entity of GNCTD or blacklisted by any state government or central government / department / agency in India shall not be eligible to submit a Proposal, either individually or as member of a Consortium, if such bar subsists as on the Proposal Due Date. The Bidder or the member of Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in Appendix 9.

3.2.7 Deleted

3.2.8 Bidders shall comply with the provisions of Office Memorandum and corresponding Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) attached as Annexure 1 to this Part I of RFQP document. Bidders shall also comply with any future amendments to GFRs issued by Govt of India.

### 3.3 Additional Requirements for Proposal Submitted by a Consortium

3.3.1 Wherever required, the Proposal shall contain the information required for each of the members of the Consortium.

3.3.2 The Proposal shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the members of the Consortium.

3.3.3 Members of the Bidder Consortium shall submit a Power of Attorney in favour of the Lead Member in the format at Appendix 4 authorising the Lead Member and person(s) duly authorised by the Lead Member to sign the Proposal and to make legally binding commitments.
3.3.4 Proposals submitted by a Consortium should comply with the following additional requirements:

(a) the number of members in the Consortium would be limited to five (5);
(b) the Proposal should contain the information required from each member;
(c) the Proposal should include a description of the roles and responsibilities of all the members;
(d) Members of the Consortium shall nominate one member as the Lead Member and that Member must be a Type 1/ Type 2 as defined in Clause 3.2.1;
(e) a Bidder who has applied for Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Project;
(f) the Members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium as per the format enclosed at Appendix 5; and
(g) the Members of the Consortium shall enter into a Memorandum of Understanding (MoU), as per the format provided under Appendix 10 for the purpose of submission of the Proposal.

The MoU should, interalia,

(i) convey the intent of the Lead Member to form a SPC with the shareholding pattern as detailed under Clause 4.4.2. Such SPC shall enter into the Concession Agreement and subsequently carry out all the responsibilities in terms of the Agreement/s;
(ii) clearly outline the proposed roles and responsibilities of each member of the Consortium;
(iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Project in accordance with the terms of the Concession Agreement; and
(iv) clearly refer to the Project for which the arrangement is made.

A copy of the MoU signed by all members should be submitted with the Proposal. The MoU entered into between the members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

3.3.5 Minimum Shareholding Obligation: By submitting the Proposal, the Bidder Consortium and each of its members shall be deemed to have acknowledged that it was short-listed on the basis of the technical and financial capacity of those of its Consortium Members who will own at least 26% by the Lead Member and 5% by Other Member each of the issued and subscribed equity share capital of the Concessionaire in terms of Clause 4.4.2 and 4.4.3. The Bidder Consortium and each of the Consortium members shall further by submitting the Proposal be deemed to have (i) acknowledged and undertaken that each of such Consortium Members shall continue to hold the aforesaid minimum shareholding in the SPC and is achieved under and in accordance with the provisions of the Concession Agreement, (ii) the aforesaid shareholding obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and (iii) any breach of the shareholding obligation shall, notwithstanding anything to the contrary contained in the Concession Agreement, be considered a violation of the obligations under the Concession Agreement.
Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.

3.3.6 Any change in the composition of a Consortium shall not be permitted.

### 3.4 Special Conditions of Eligibility

#### 3.4.1 Each Bidder can win a maximum of six (6) Projects out of the Cluster Scheme except for Type 2 Bidder who can win a maximum of one Cluster only. The aforesaid shall be subject to following conditions:

- **a)** Type 1 and Type 4 Bidder can win maximum of six (6) Projects
- **b)** Lead Member of Type 4 Bidder can win maximum of six (6) Projects
- **c)** Type 1 and 2 Bidder in a given Project can be part of Consortium for another Project. However, maximum number of Projects that can be won by such Consortium shall include Projects won by any of the aforesaid Type 1 and 2 Bidder.

#### 3.4.2 Cluster no. 3, 4 and 5 are restructured as Cluster 3 CLF and 4 CLF through this Bidding Process under this RFQP. The limit of maximum no. of six (6) projects as provided in Clause 3.4.1 shall not include Cluster No. 3, 4 and 5 (refer table provided in Clause 1.2.3).

### 3.5 Incorporation of Special Purpose Company

#### 3.5.1 A Type 4 Bidder being declared as the Successful Bidder for the Project shall be required to incorporate a limited liability company under Indian Companies Act, 2013. However, Type 1 Bidders are allowed to form a SPC for implementing the Project.

### 3.6 Number of Proposals

#### 3.6.1 Each Bidder shall submit only one (1) Proposal for each Project in response to this RFQP Document. Any entity, which submits or participates in more than one Proposal will be disqualified and will also cause the disqualification of Consortium in which it is a member.

### 3.7 Proposal Preparation Cost

#### 3.7.1 The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. Transport Department, GNCTD will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
3.8 Verification of Documents

3.8.1 Transport Department, GNCTD, reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQP Document. Failure of the Transport Department, GNCTD to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Transport Department, GNCTD hereunder.

3.9 Contents of RFQP Document

3.9.1 The RFQP Document consists of four parts and would include any addenda issued in accordance with Clause 3.11.1.

<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part I</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>Part II</td>
<td>Draft Concession Agreement</td>
</tr>
<tr>
<td>Part III</td>
<td>Cluster Design Data</td>
</tr>
<tr>
<td>Part IV</td>
<td>Financial Proposal Format</td>
</tr>
<tr>
<td></td>
<td>FB 1 : Financial Bid for Cluster 3 CLF</td>
</tr>
<tr>
<td></td>
<td>FB 2 : Financial Bid for Cluster 4 CLF</td>
</tr>
</tbody>
</table>

3.10 Clarifications by Bidders

3.10.1 Bidders requiring any clarification on the RFQP Document may notify Transport Department, GNCTD in writing or by facsimile within such date as specified in the Schedule of Bidding Process set forth in Appendix 1. Transport Department, GNCTD may at its sole discretion, forward to all Bidders, copies of Transport Department, GNCTD’s response, including a description of the enquiry but without identifying its source. Bidders shall have to post queries by email to cs.nawani@delhi.gov.in.

"Queries/Request for Additional Information: RFQP Document for Operation of Private Stage Carriage Services in Cluster No. 3 CLF and 4 CLF"

3.10.2 The Transport Department, GNCTD shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Transport Department, GNCTD reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring the Transport Department, GNCTD to respond to any question or to provide any clarification through e-procurement portal of GNCTD.

3.10.3 The Transport Department, GNCTD may also on its own motion, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Transport Department, GNCTD shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by the
Transport Department, GNCTD or their employees, advisors or representatives shall not in any way or manner be binding on the Transport Department, GNCTD.

3.11 Amendment of RFQP Document

3.11.1 At any time prior to the Proposal Due Date, the Transport Department, GNCTD may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQP Document by issue of Addenda.

3.11.2 Any Addendum thus issued will only be posted on e-procurement portal of GNCTD. Bidders are advised to visit the website https://govtprocurement.delhi.gov.in regularly to keep themselves updated.

3.11.3 In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, the Transport Department, GNCTD may, at its own discretion, extend the Proposal Due Date.

3.11.4 The Transport Department, GNCTD may in its sole discretions and without assigning any reason modify, alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFQP Document.

3.12 Miscellaneous – Other Provisions

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

3.12.2 Transport Department, GNCTD, in its sole discretion and without incurring any obligation or liability, reserves the right 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) qualify or not to qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
c) change and / or modify potential Clusters by amalgamating or by dividing in to more or lesser number of Clusters envisaged under the Scheme;
d) retain any information and/or evidence submitted to Transport Department, GNCTD by, on behalf of, and/ or in relation to any Bidder; and
e) 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.
f) As part of the Scheme more than one bidding processes are expected to be undertaken. Each of the bidding process shall be separate and distinct activities and GNCTD reserve the right to change amend, delete, modify these bidding processes in terms of process, qualification, evaluation, any other material features or draft Concession Agreement (dCA).
g) No claim of whatsoever over shall of admissible towards aforementioned bidding processes which are being undertaken over a period of time, since based on market response, market conditions, government policies and objective, public good, court
3.12.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases Transport Department, GNCTD, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

3.12.4 Any change in ownership of the Bidder / Successful Bidder, including any material change in the equity holding thereof, shall be subject to the provisions of Clause 4.4.2 and 4.4.3 of this RFQP Document.

### 3.13 Disqualification

3.13.1 Even if the Bidder meets the guidelines as set forth in this RFQP Document, Transport Department, GNCTD at its discretion can disqualify the Bidder if:

a) the Bidder has been debarred by any state or central government or government agency in any country; or

b) the Bidder has made misleading or false representation in the forms, statements and attachments submitted; or

c) the Bidder has a record of poor performance during the last three (3) years such as consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.; or

d) any of its key personnel have a criminal history or have been convicted by any court of law for any criminal offences other than minor offences.

3.13.2 Upon submission of the Proposal it would be deemed that the Bidder has prior to the submission thereof:

(a) made a complete and careful examination of the terms and conditions/requirements, and other information set forth in this RFQP Document and other Bidding Documents;

(b) received all such relevant information as it has requested from the Transport Department, GNCTD;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in any of the Bidding Documents or furnished by or on behalf of the Transport Department, GNCTD relating to any of the matters referred to in the Bidding Process including Bidding Documents;

(d) made a complete and careful examination and satisfied itself about all matters, things and information necessary and required for submitting the Proposal, various aspects of the Operation of Private Stage Carriage Services in Clusters
No. 3 CLF and 4 CLF, execution of the Operation of Private Stage Carriage Services in Cluster No. 3 CLF and 4 CLF in accordance with the Bidding Documents, including the Concession Agreement, and performance of all its obligations hereunder including but not limited to:

(i) the Routes;
(ii) existing facilities, depot details and structures;
(iii) the condition of the roads, traffic conditions, utilities, availability of water and power supply;
(iv) conditions affecting transportation, access, disposal, handling and storage of the materials; and
(v) all other matters that might affect the Bidder’s performance under the terms of this RFQ P Document.

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in sub-clause (d) above of this Clause 3.13.2 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Transport Department, GNCTD or a ground for termination of the Concession Agreement; and

(f) agreed to be bound by the undertakings provided by it under and in terms hereof.

The Transport Department, GNCTD shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.13.3 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, the Transport Department, GNCTD shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Transport Department, GNCTD for, inter alia, the time, cost and effort of the Transport Department, GNCTD, including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Transport Department, GNCTD hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

(i) such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 5% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 5% of that other Bidder’s paid up and subscribed capital; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or
such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or

(iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or

(v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Bidder; or

(vi) such Bidder has participated as a consultant to the Transport Department, GNCTD in the preparation of any documents, design or technical specifications for the Scheme.

(vii) If any legal, financial or technical adviser of the Transport Department, GNCTD in relation to the Scheme is engaged by the Bidder in any manner for matters related or incidental to the said Project during the Bidding Process or subsequent to the (a) issue of the LOA or (b) 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, 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 the Transport Department, GNCTD, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Transport Department, GNCTD may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Transport Department, GNCTD being liable in any manner whatsoever to the Successful Bidder or the Concessionaire, as the case may be, for the same. The aforesaid have specifically excluded the role envisaged for the Integrated Mechanism of Transport Department for the Scheme.

3.13.4 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, the Transport Department, GNCTD shall reject a 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 the 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 any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Transport Department, GNCTD shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Transport Department, GNCTD towards, inter alia, time, cost and effort of the Transport Department, GNCTD, without prejudice to any other right or remedy that may be available to the Transport Department, GNCTD hereunder or otherwise.

3.13.5 Without prejudice to the rights of the Transport Department, GNCTD under Clause 3.13.4 hereinabove and the rights and remedies which the Transport Department,
GNCTD may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Transport Department, GNCTD 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 RFQP Document issued by the Transport Department, GNCTD or GNCTD during a period of five years from the date such Bidder or Concessionaire, as the case may be, is found by the Transport Department, GNCTD 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.

3.13.6 For the purposes of Clauses 3.13.4 and 3.13.5 above, 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 the Transport Department, GNCTD 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 the Transport Department, GNCTD, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Operation of Private Stage Carriage Services in Delhi or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Transport Department, GNCTD in relation to any matter concerning the Scheme;

(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 the Transport Department, GNCTD 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.
B. Preparation and Submission of Proposal

3.14 Language

3.14.1 The Proposal and all related correspondence and documents shall be written in the English language. The Supporting documents and printed literature furnished by the Bidder with the Proposal, may be in any other language provided that they are accompanied by a true and correct official translation into English and duly stamped. In the event of a foreign Bidder the same shall be legalized by the Indian Embassy in the respective country of the Bidder. Supporting materials that are not translated into English may not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

3.15 Currency

3.15.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, 2021. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. Transport Department, GNCTD, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

3.16 Bid Security

3.16.1 Proposals shall be accompanied by a Bid Security as set out in table below for each Project. Joint Bid Security for two or more than two Projects shall not be accepted. No relaxation of any kind in Bid Security shall be given to any Bidder.

<table>
<thead>
<tr>
<th>Cluster No.</th>
<th>Number of Buses</th>
<th>Bid Security (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cluster 3 CLF</td>
<td>230</td>
<td>4.00</td>
</tr>
<tr>
<td>Cluster 4 CLF</td>
<td>220</td>
<td>3.85</td>
</tr>
</tbody>
</table>

3.16.2 The Bid Security shall be kept valid through the Proposal Validity Period and would need to be extended, if so required by the Transport Department, GNCTD, for any extension in Proposal Validity Period.

3.16.3 The Bid Security shall be in the form of an irrevocable Bank Guarantee issued by a nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India, in favour of Commissioner (Transport), Transport Department, GNCTD, as per the format set out in Appendix 14. Demand Draft for Bid Security shall not be accepted under any circumstances. Transport Department, GNCTD shall not be liable to pay any interest on the Bid Security and the same shall be interest free. In case the Bank Guarantee is issued by a foreign bank outside India,
confirmation of the same by any nationalized Bank or a scheduled Bank authorized to handle transactions of Government of India in India is required. For the avoidance of any doubt, ‘Scheduled Bank’ shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. FDR in line with GFR shall also be allowed for the purpose of Bid Security lieu of bank guarantee. All provisions related to Bid Security submitted vide bank guarantee shall apply mutatis mutandis to the Bid Security submitted vide FDR.

3.16.4 The Bid Security shall be returned to unsuccessful Bidders on the signing of Concession Agreement for each Cluster. The Bid Security, submitted by the Successful Bidder, shall be released:

(a) upon signing of the Concession Agreement with the Successful Bidder/ SPC; and
(b) upon furnishing a Performance Guarantee for an amount mentioned in the Concession Agreement;

3.16.5 The Bid Security shall be forfeited as mutually agreed genuine pre-estimated compensation and damages to the Transport Department, GNCTD in the following cases:

(a) If the Bidder withdraws its Proposal except as provided in Clause 3.24.1; or
(b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
(c) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause 4.13.1; or
(d) In case the Successful Bidder fails to sign the Concession Agreement within the specified time limit or any extension thereof; or
(e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach therefor prior to the furnishing of the Performance Security; or
(f) If the Successful Bidder fails to furnish the Performance Security within the specified time limit prescribed therefor in the Concession Agreement; or
(g) If any information or document furnished by the Successful Bidder turns out to be misleading or untrue in any material respect; or
(h) If the Bidder fails to comply with the Bidding Process in any manner; or
(i) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 3.13.4 to 3.13.6 of this RFQP Document; or
(j) If a Bidder has a Conflict of Interest which affects the Bidding Process; or
(k) If the Successful Bidder fails to incorporate a SPC, where required, for Operation of Private Stage Carriage Services in Cluster No. 3 CLF and 4 CLF as
the case may be within the stipulated time period as specified in this RFQP Document; or

(l) In case there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQP Document, or the Concession Agreement.

### 3.17 Validity of Proposal

3.17.1 The Proposal shall indicate that it would remain valid for a period not less than 360 days from the Proposal Due Date (herein the “Proposal Validity Period”). The Transport Department, GNCTD reserves the right to reject any Proposal that does not meet this requirement.

3.17.2 Prior to expiry of the Proposal Validity Period, the Transport Department, GNCTD may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 3.16 of this document in all respects. A Bidder refusing the request shall not be eligible to participate in the Bidding process and his Proposal shall be returned.

3.17.3 The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Concession Agreement.

### 3.18 Bidders Responsibility

3.18.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFQP Document will be at the Bidder’s own risk.

3.18.2 It would be deemed that prior to the submission of Proposal, the Bidder has:

a) made a complete and careful examination of requirements, and other information set forth in this RFQP Document;

b) received all such relevant information as it has requested from Transport Department, GNCTD and/ or DIMTS; and

c) made a complete and careful examination of the various aspects of the Project including but not limited to:

   (i) all technical and operational details related to the Clusters;

   (ii) all other matters that might affect the Bidder’s performance under the terms of this RFQP Document;

   (iii) a diligent scrutiny and is in conformity with the terms and conditions of the draft Concession Agreement and;

   (iv) clearances required to be obtained for the Project; and
3.18.3 Transport Department, GNCTD and / or DIMTS shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.19 Pre-Proposal Meeting

3.19.1 To clarify and discuss issues with respect to the Project and the RFQP Document, Transport Department, GNCTD and / or DIMTS may hold Pre-Proposal meeting/s.

3.19.2 Prior to the Pre-Proposal meeting/s, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the draft Concession Agreement. Bidders must formulate their responses and forward the same to Transport Department, GNCTD and / or DIMTS prior to the meeting in terms of schedule set out in Appendix 1. Transport Department, GNCTD and / or DIMTS may, as may be considered acceptable at its sole discretion, amend the RFQP Document based on inputs provided by Bidders.

3.19.3 Bidders may note that Transport Department, GNCTD will not entertain any deviations to the RFQP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFQP Document with all its contents including the terms and conditions of the draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

3.19.4 Transport Department, GNCTD and / or DIMTS will endeavour to hold the meeting as per Schedule of Bidding Process.

3.19.5 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. Transport Department, GNCTD and / or DIMTS will endeavour to respond to all queries from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal meeting.

3.19.6 All correspondence / enquiries/ request for clarifications should be e-mailed to cs.nawani@delhi.gov.in.

3.19.7 No interpretation, revision, or other communication from Transport Department, GNCTD regarding this solicitation is valid unless posted on e-procurement portal of GNCTD.

3.20 Format and Signing of Proposal

3.20.1 Bidders shall provide all the information as per this RFQP Document and in the specified formats. Transport Department, GNCTD reserves the right to reject any Proposal that is not in the specified formats.

3.20.2 The Proposal should be submitted in two bids:

**Bid 1 : Technical Submissions (To be submitted separately for Each Cluster)**, which would include:
i.) Covering Letter cum Project Undertaking as per Appendix 3 stating the Proposal Validity Period

ii.) Power of Attorney for Signing of the Proposal (in case of Consortium, this would need to be provided by all the members) as in Appendix 4.

iii.) In case of Consortium, Power of Attorney for designating the Lead Member of Consortium as in Appendix 5.

iv.) Details of Bidder (in case of Consortium, this would need to be provided by all the members) as in Appendix 6.

v.) Completed format of Financial Capability of the Bidder (in case of Consortium, Financial Capability of all the members) as in Appendix 7.

vi.) 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 the Clause 4.3.

vii.) Completed format of Experience of Bidder (in case of Consortium, Experience of all members) as in Appendix 8, Appendix 8A and Appendix 8B and if applicable, Appendix 8C and Appendix 8D.

viii.) Format for Affidavit Certifying that Business Entity / Promoter/s / Director/s of Business Entity are not Blacklisted / Barred (as in Appendix 9).

ix.) In case of Consortium, Memorandum of Understanding entered into between members as in Appendix 10.

x.) Deleted

xi.) Letter of Undertaking where the Bidder is a Type 2 Bidder, as per the format attached in Appendix 12.

xii.) Proof of registration of the Bidder (in case of Consortium, proof of registration of all the Members)

xiii.) Proof of payment towards the cost of RFQP Document.

xiv.) Non-Collusion Certificate as per Appendix 13.

xv.) Bid Security as per Appendix 14 (separate for each Project).

xvi.) Operations Plan write-up as per Appendix 19 (separate for each Project).

xvii.) Affidavit as per Appendix 20

xviii.) Integrity Pact as per Appendix 23 initialled by the Bidder and to be signed at the time of execution of Concession Agreement

Bid 2: Price Proposal (To be submitted separately for Each Cluster)

i. Price Proposal as per the format set out in Appendix 15A;

ii. Break up of Price Proposal as per format set out in Appendix 15B; and

iii. Annual Operating Cost as per Appendix 18

3.20.3 The Bidder shall upload separately the scanned copy of Bid 1: Technical Submissions and Bid 2: Price Proposal for each Project /Cluster as defined in clause above on the e-procurement portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in) (Please refer “Instructions to Bidders for Online Bid submission”). Upload Price Proposal (Bid-2) for each Project /Cluster by clearly indicating the Cluster No. on the Price Proposal.
3.20.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

3.20.5 The Proposal shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person/s signing the Proposal.

### 3.21 Submission of Proposal

3.21.1 The Bidder shall upload separately the scanned copy of Bid 1: Technical Submissions and Bid 2: Price Proposal for each Project /Cluster as defined in clause above on the e-procurement portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in) (Please refer “Instructions to Bidders for Online Bid submission”). Upload Price Proposal (Bid-2) for each Project /Cluster by clearly indicating the Cluster No. on the Price Proposal.

3.21.2 However, the following Documents have to be submitted in the hard copy:

a) Original copy of the payment towards the cost of RFQP Document.

b) Original Bid Security as per Appendix 14 (separate for each Project).

c) Hard Bound Print out of uploaded Technical Submissions (Bid 1).

The Bidder shall seal the Hard Copies (indicated in this clause above) in Original, in an envelope, duly marking the envelope as “TECHNICAL SUBMISSIONS including Original Bid Security and Cost of RFQP Document”.

3.21.3 The envelope shall indicate the name and address of the Bidder (In case of a Consortium the name and address of the Lead Member).

3.21.4 All the envelopes shall clearly bear the following identification:

“Operation of Private Stage Carriage Services in Cluster No. 3 CLF and 4 CLF”,

“To be opened by Tender Opening Committee only”

and

“Submitted by
Name, Address and Contact Phone No. of the Bidder”

3.21.5 The envelope shall be addressed to:

```
ATTN. OF: Deputy Commissioner (Cluster)
ADDRESS: Transport Department
          Government of NCT of Delhi
          Room No. 127, New Block
          5/9, Under Hill Road, Delhi-110054
```
3.21.6 Deleted

3.22 Proposal Due Date

3.22.1 Proposals should be uploaded / submitted on or before the Proposal Due Date mentioned in the Schedule of Bidding Process, set forth in Appendix 1 to the address provided in Clause 3.21.5 in the manner and form as detailed in this RFQP Document. For the purposes of this RFQP Document the “Proposal Due Date” shall mean the time and date for submission of the Proposal as set out in the Schedule of Bidding Process contained in Appendix 1. Proposals submitted by either facsimile transmission or telex or email will not be acceptable.

3.22.2 The Transport Department, GNCTD, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 3.11.

3.23 Late Proposals

3.23.1 Any Proposal received by the Transport Department, GNCTD after the Proposal Due Date will be summarily rejected and returned unopened to the Bidder.

3.24 Withdrawal of Proposals

3.24.1 The Bidder may withdraw its Proposal after submission in terms of process set out in e-procurement portal. No Proposal shall be withdrawn by the Bidder after the Proposal Due Date.

3.24.2 Deleted

3.24.3 Notwithstanding anything to the contrary contained in this RFQP Document any withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security as mutually agreed genuine pre-estimated compensation and damages in accordance with Clause 3.16.5 of this RFQP Document.

3.25 Confidentiality

3.25.1 Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person not officially concerned with the process or is not a retained professional adviser advising the Transport Department, GNCTD in relation to or matters arising out of or concerning the Bidding Process. The Transport Department, GNCTD will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that all who have access to such material treat the same in confidence. The Transport Department, GNCTD will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has the power
to require its disclosure or is to enforce or assert any claim, right or privilege of the Transport Department, GNCTD or defend any claim, action or proceedings against it.

### 3.26 Clarifications by Transport Department, GNCTD

#### 3.26.1 To assist in the process of evaluation of Proposals, the Transport Department, GNCTD may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be in writing or by facsimile. The Bidder in such cases would need to provide the requested clarification / documents promptly and within one (1) weeks or such timeframe as given by Transport Department, GNCTD, of the request to the satisfaction of the Transport Department, GNCTD, failing which the Bidder is liable to be disqualified at any stage of the bidding process. No change in the substance of the Proposal would be permitted by way of such clarifications.

### 3.27 Consultant(s) or Advisor(s)

#### 3.27.1 To assist in the examination, evaluation, and comparison of Proposals, the Transport Department, GNCTD may utilise the services of consultant/s or advisor/s.

#### 3.27.2 No entity including the Bidders can hold and the Transport Department, GNCTD shall not be bound by the opinion or advice given by any Consultant or advisor referred to in Clause 3.27.1. The final determination as regards the Proposal shall vest with the Transport Department, GNCTD.

### 3.28 Online Submission Instructions

#### 3.28.1 The intending bidder must read the terms and conditions of RFQP Document carefully. The bidders should only submit their bid if they consider them self-eligible and are in possession of all the required documents.

#### 3.28.2 Request for Proposal posted on website shall form part of RFQP document.

#### 3.28.3 Complete bid document can be seen and downloaded from website [https://govtprocurement.delhi.gov.in](https://govtprocurement.delhi.gov.in) free of cost.

#### 3.28.4 Those bidders not registered on the website mentioned above, are required to get registered beforehand.

#### 3.28.5 The intending Bidder must have valid class-III digital signature to submit the bid.

#### 3.28.6 On opening date, the Bidders can login and see the bid opening process. After opening of Price Proposal Bidder may access the comparative statement on aforementioned website.

#### 3.28.7 Bidders can upload documents in terms of requirements of the e-procurement portal of GNCTD.

#### 3.28.8 The Technical Proposal/Submissions shall be opened first on the date and time as specified in Appendix 1 of this RFQP Document. The Bidder has access to view the
Proposals online. However, Bidder, if so desire, can attend the Technical Submissions opening through e-procurement portal at the office of Transport Department.

3.28.9 The time and date for opening of Price Proposal of Shortlisted Bidders shall be informed automatically, through aforementioned web site.

3.28.10 Pre Proposal Meeting shall be held at the location (refer Clause 3.19.6), date & time as mentioned in Appendix 1 of this RFQP Document to clear the doubt of intending Bidders, if any.

3.28.11 List of Documents to be scanned and uploaded within the period of Proposal submission in terms of Clause 3.20.2 of the Instruction to Bidders.

3.28.12 The Proposal submitted shall become invalid if the Bidder doesn’t upload all the documents as stipulated above.
4 Criteria and Methodology for Qualification and Evaluation

A. General

4.1 Qualification Parameters

4.1.1 The Bidder’s competence and capability is proposed to be established by following parameters:

(a) Operational Experience of Bidder, evaluated in terms of past experience of the Bidder.
(b) Financial Capability of the Bidder, evaluated in terms of net worth of the Bidder.

4.1.2 The Bidder would be required to meet the qualification criteria as detailed in Clause 4.2 and 4.3. A Bidder who meets the requisite qualification criteria will be qualified and referred as “Shortlisted Bidder” and the Price Proposals of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders through e-procurement portal of GNCTD.

4.2 Operational Experience Criteria

4.2.1 Eligible Experience

4.2.1.1 The following categories of experience would qualify (“Eligible Operational Experience”):

Category 1: Stage Carriage (e.g. bus / mini bus / Rural Transport Vehicle (RTV)) operation with requisite valid Permits** to operate in India.

Category 2: Contract Carriage (e.g. bus / mini bus / RTV/ cabs/ taxi/ van/ jeep) operations with requisite valid Permits** to operate in India.

Category 3: Stage/ Contract Carriage with requisite valid Permits** issued by appropriate authority from outside India under equivalent law.

For an operator to qualify as an Eligible Operational Experience, under Category 1, Category 2 and Category 3:

(a) Operational experience shall be considered in terms of Passenger Car Unit (PCU) Years from December 01, 2018 to August 31, 2021;
(b) Based on Category of experience, relative weights shall be assigned as set out in Table 4.1; and

(c) Bidder’s experience shall be measured and stated in terms of a score (the “Operational Experience”).

** Table 4.1: Eligible Operational Experience **

<table>
<thead>
<tr>
<th>Category</th>
<th>Measurement Parameter</th>
<th>Experience Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1</td>
<td>Stage Carriage operation experience in India</td>
<td>1.00</td>
</tr>
<tr>
<td>Category 2</td>
<td>Contract Carriage operation experience in India</td>
<td>0.80</td>
</tr>
<tr>
<td>Category 3</td>
<td>Stage Carriage/ Contract Carriage operation experience outside India</td>
<td>0.80</td>
</tr>
</tbody>
</table>

** In case the bus is registered in the name of the Bidder and are operated under public transport authority in terms of concession/contract agreement and satisfactory performance certificate of operation is duly certified and issued in the name of the Bidder with date of operations of each stage carriage in the city the same will be considered by the Authority for the purpose of evaluation/assessment of experience. However, all relevant proofs of documentation including certificates issued by statutory auditor etc. shall be submitted in terms of relevant appendix/ces

4.2.1.2 Bidder can quote experience in respect of Operational Experience under any one or all categories. In-case of Consortium, experience of all members of Consortium shall be added together for the purpose of evaluation.

4.2.1.3 Suitable conversion shall be made based on the size of the vehicle in terms of details set out in Table 4.2.

** Table 4.2: Type of Vehicle: PCU Factors **

<table>
<thead>
<tr>
<th>Type</th>
<th>PCU Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus</td>
<td>3.00</td>
</tr>
<tr>
<td>Mini Bus</td>
<td>1.50</td>
</tr>
<tr>
<td>RTV</td>
<td>1.50</td>
</tr>
<tr>
<td>Car /Cabs</td>
<td>1.00</td>
</tr>
<tr>
<td>Taxi / Van / Jeep</td>
<td>1.00</td>
</tr>
</tbody>
</table>

4.2.1.4 In case the Bidder has experience in more than one Category, the experience for each Category would be computed and aggregated to arrive at the total Operational Experience.

Experience Score for a given Category (Refer Clause 4.2.1.1) = Number of Vehicles * Experience Weight (Refer Table 4.1) * PCU Factor (Refer Table 4.2) * No. of months of operations which will be reckoned from the validity of the permits duly certified by the Statutory Auditor, (December 01, 2018 to August 31, 2021) divided by 12 months = XXX PCU Years.
Example for calculating the Calculated Operational Experience is set out in the following Table 4.3.

### Table 4.3: Sample Operational Experience Computation Table

<table>
<thead>
<tr>
<th>Type</th>
<th>No of vehicles with Permit</th>
<th>PCU Factor for the vehicle</th>
<th>Experience Weight</th>
<th>No of Months in Operation (from December 01, 2018 to August 31, 2021)</th>
<th>Total PCU Years (“Operational Experience”)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td><strong>2</strong></td>
<td><strong>3</strong></td>
<td><strong>4</strong></td>
<td><strong>5</strong></td>
<td><strong>6</strong> = (2<em>3</em>4*5)/12</td>
</tr>
<tr>
<td><strong>Category 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bus</strong></td>
<td>35</td>
<td>3.00</td>
<td>1.00</td>
<td>24</td>
<td>210.00</td>
</tr>
<tr>
<td><strong>Mini Bus</strong></td>
<td>10</td>
<td>1.50</td>
<td>1.00</td>
<td>20</td>
<td>25.00</td>
</tr>
<tr>
<td><strong>Category 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bus</strong></td>
<td>10</td>
<td>3.00</td>
<td>0.80</td>
<td>12</td>
<td>24.00</td>
</tr>
<tr>
<td><strong>Mini Bus</strong></td>
<td>5</td>
<td>1.50</td>
<td>0.80</td>
<td>8</td>
<td>4.00</td>
</tr>
<tr>
<td><strong>Cab</strong></td>
<td>50</td>
<td>1.00</td>
<td>0.80</td>
<td>12</td>
<td>33.33</td>
</tr>
<tr>
<td><strong>Taxi</strong></td>
<td>10</td>
<td>1.00</td>
<td>0.80</td>
<td>18</td>
<td>6.67</td>
</tr>
<tr>
<td><strong>Van</strong></td>
<td>2</td>
<td>1.00</td>
<td>0.80</td>
<td>5</td>
<td>0.67</td>
</tr>
<tr>
<td><strong>Jeep</strong></td>
<td>1</td>
<td>1.00</td>
<td>0.80</td>
<td>6</td>
<td>0.40</td>
</tr>
<tr>
<td><strong>RTV</strong></td>
<td>1</td>
<td>1.50</td>
<td>0.80</td>
<td>3</td>
<td>0.30</td>
</tr>
</tbody>
</table>

**Operational Experience (Sum of Total PCU Years Experience)**

304.37

4.2.1.5 The Bidders must provide the necessary information as per Appendix 6, 8A and 8B.

4.2.1.6 Operational Experience for each Bidder shall be calculated based on submissions made by the Bidder. Such Calculated Operational Experience shall be compared with the Minimum Operational Experience Criteria set out in the Table 4.4 below. The Bidder shall be deemed to qualify on Operational Experience Criteria for all such Clusters where Calculated Operational Experience is at least equal to or exceeds Minimum Operational Experience Criteria.

### Table 4.4: Minimum Operational Experience Criteria

<table>
<thead>
<tr>
<th>Cluster No.</th>
<th>No. of Buses</th>
<th>Minimum Operational Experience Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>PCU Year</strong></td>
</tr>
<tr>
<td>Cluster 3 CLF</td>
<td>230</td>
<td>300</td>
</tr>
<tr>
<td>Cluster 4 CLF</td>
<td>220</td>
<td>300</td>
</tr>
</tbody>
</table>

4.2.1.7 Special Cases

a. Type 2 Bidder: Experience of all the Society members shall be considered for the purpose of evaluation.

b. Deleted
4.2.1.8 Alternative 2 of Financial Capability Criteria: The Operational Experience criteria is not applicable for Bidders who meet Alternative 2 of the Financial Capability Criteria.

4.2.1.9 Operational Experience shall not be aggregated to bid for more than one Cluster.

4.2.1.10 Maintenance Service Experience Criteria: In case, Bidder meets the minimum cumulative revenue from providing maintenance services to third party to the extent of AMC experience of buses based upon certified billings by the Statutory Auditor in terms of Appendix 8C and 8D for the past three financial years (FY 2018-19, FY 2019-20 and FY 2020-21) shall be deemed to qualify for such Cluster where calculated maintenance service experience is atleast equal to or exceeds Minimum cumulative Maintenance Service Experience Criteria as set out in table below.

<table>
<thead>
<tr>
<th>Cluster No.</th>
<th>No. of Buses</th>
<th>Cumulative Revenue from Providing Maintenance Services to 3rd Parties (April 01, 2018 to March 31, 2021)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In Rupees Crore</td>
</tr>
<tr>
<td>3 CLF</td>
<td>230</td>
<td>15</td>
</tr>
<tr>
<td>4 CLF</td>
<td>220</td>
<td>15</td>
</tr>
</tbody>
</table>

Note:

i. Minimum Cumulative Revenue from Maintenance Services Experience shall not be aggregated to bid for more than one Cluster.

ii. The Bidder shall furnish explicit signed contract in support of AMC experience of buses, which is under successful operation since at least one year subject to meeting cumulative revenue criteria as per Table 4.4A above, and is with a recognised and registered public or private sector body.

4.2.2 Financial Capability Criteria

4.2.2.1 Financial Capability of the Bidders would be evaluated on the basis of the following:

a) net worth as at the end of the most recent financial year (Ref. Appendix 7), or

b) deleted

The Bidders should provide information regarding the above based on audited annual accounts for the latest financial year. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

4.2.2.2 The Proposal must be accompanied by the audited annual financial statements of the Bidder (in case of Consortium, financials of Lead Members and other members of the
Consortium would be considered for evaluating the financial capability) for the most recent financial year.

4.2.2.3 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In such a case, the Audited Annual Financial Statements for the year preceding the latest financial year would have to be provided.

4.2.2.4 In case the Bidder is a Consortium (Type 4), for the purpose of evaluation, the arithmetic sum of financial parameters criteria of networth respectively of all the members should meet the Financial Capability Criteria and the Lead Member must satisfy a minimum of 50% of the aforesaid criteria.

4.2.2.5 It is proposed to allow Venture Capital Fund (VCF) /Alternate Investment Funds (AIF) to participate in the bidding process as Lead Member or as Other Member of a Consortium (Type 4) subject to following conditions.

i.) In case the Bidder is a Consortium, where VCF/ AIF is a member of a Consortium for the purpose of evaluation, TFAP (defined hereinafter) would be added to Net Worth of the Consortium for meeting the Net Worth.

ii.) For the purpose of evaluating the Financial Capability of the VCF/ AIF towards its ability and willingness to contribute towards the Project, following criteria shall be considered:

The Asset Management Company (AMC) /Trustee/ relevant entity having requisite powers shall, confirm the funds available for the Project (“Total Funds Available for Project” or say TFAP) through an undertaking that:

(a) Objective of the VCF / AIF is not at variance with objective of the Project,

(b) TFAP is within the limits prescribed under Securities and Exchange Board of India (SEBI), Foreign Investment Promotion Board (FIPB) and Government of India guidelines for foreign direct investments and any other applicable law/ regulation in India,

(c) TFAP does not exceed the investment parameters defined by the contributors to the VCF/ AIF,

(d) TFAP is less than or equal to Investible Funds (Total Fund Corpus of the VCU, net of expenditure for administration and management of the VCF/AIF) Less investments / commitments made by VCF/ AIF as on date.

The aforesaid TFAP shall be supported by necessary documentary evidence including most recent quarterly return with relevant authority.
4.2.2.6 The TFAP shall be added to the Net Worth of the specific member of the consortium, for the purpose of evaluation of Financial Capability Criteria as stipulated in this RFQP Document.

4.3 Evaluation Criteria for Financial Capability

4.3.1 For the purpose of Qualification, a Bidder would be required to demonstrate the threshold Financial Capability measured on the criteria as listed below. The Bidder would have to satisfy any one of the following criteria:

<table>
<thead>
<tr>
<th>Legend</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X:</td>
<td>Net worth as at the end of the most recent financial year of the Bidder</td>
</tr>
<tr>
<td>Z:</td>
<td>Net worth as at the end of the most recent financial year of Type 2 Bidder provided the Bidder (Type 2) shall be in existence for more than a year</td>
</tr>
</tbody>
</table>

Table 4.5: Financial Capability Criteria – Alternative 1

<table>
<thead>
<tr>
<th>Bidder Description</th>
<th>Financial Capability Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1 Bidder 1</td>
<td>Alternative 1: Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. X millions.</td>
</tr>
</tbody>
</table>

| Type 2 Bidder 2    | Alternative 1: Net worth of the Bidder as at the end of the last financial year (March 31, 2021) shall be at least equal to Rs. Z millions along with an undertaking to increase the Net Worth to at least Rs. X millions in terms of the conditions set out in Appendix 12 Bidder shall be existence for more than a year, where the Bidder is the Successful Bidder. |

| Type 4 Bidder 4    | Alternative 1: Aggregate Net worth of the Members of the Consortium as at the end of the last financial year shall be at least equal to Rs. X millions. |

Financial Capability Criteria - Alternative 2 (for Type 1, 2 & 4): Net worth of the Bidder or aggregate Net worth of the Members of Consortium as the case may be, as at the end of the last financial year shall be at least three times of Rs. X or Z millions..

4.3.2 Financial Capability Criteria for Cluster No. 3 CLF and 4 CLF are set out below:

Table 4.6: Cluster wise Financial Capability Criteria

<table>
<thead>
<tr>
<th>Cluster No.</th>
<th>No. of buses</th>
<th>Net Worth #</th>
<th>Net Worth for Type 2#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X (Rs. Millions)</td>
<td>Z (Rs. Millions)</td>
</tr>
<tr>
<td>3 CLF</td>
<td>230</td>
<td>200</td>
<td>100</td>
</tr>
<tr>
<td>4 CLF</td>
<td>220</td>
<td>190</td>
<td>95</td>
</tr>
</tbody>
</table>

# suitably rounded off to the nearest integer number (for more or equal to 0.5, next higher integer number and for less than 0.5, lower integer number shall be used)
4.3.3 For the purpose of analysis and evaluation, figures from the latest audited annual financial statement would be considered.

4.3.4 Audited financial statements and submission made by the Bidder shall be used to calculate the Financial Capability for the Bidder in terms of net worth set out in Clause 4.2.2.1 i.e Calculated Financial Capability (“CFC”)

4.3.5 Deleted.

4.3.6 Eligible Financial Capability (“EFC”) of a Bidder shall be CFC less minimum net worth (i.e.) Financial Capability Criteria for the Cluster, where the Bidder has quoted the lowest CYOF. While calculating EFC, Bidder who has quoted lowest CYOF in the previous 2 bidding rounds and / or bidding process is presently in progress for the Scheme (i.e.) for Cluster No. 14CLF, 16BCLF, Cluster E1, Cluster 3 CLF and Cluster 4 CLF as the case may be shall also be taken in to account and minimum net worth requirements for such Cluster(s) where Bidder has quoted lowest CYOF shall also be reduced from the CFC. Cluster 3, 4 and 5 though already awarded but are restructured as 3 CLF and 4 CLF through this bidding process and shall not be considered for reducing from the CFC.

4.3.7 Based on the Financial Capability criteria as defined in Clause 4.3.1, a Bidder shall be deemed to meet Financial Capability criteria for all Clusters whose minimum Financial Capability requirements is less than the EFC of the Bidder.

4.4 Evaluation Criteria for a Consortium

4.4.1 In case the Bidder is a Consortium, for the purpose of evaluation, Lead Members’ Financial Capability (Net worth) should be at least 50% of the capability criteria as stipulated in this Section 4.

4.4.2 The Lead Member shall commit to hold a minimum equity stake equal to 26% and all members of the Consortium shall individually, commit to hold a minimum equity stake equal to 5% of SPC upto three (3) years from Commercial Operation Date (COD).

4.4.3 Subsequent to three (3) years from COD the Lead Member shall commit to hold a minimum equity stake equal to 10% and all member of the Consortium together including the Lead Member shall commit to hold a minimum equity stake equal to 26% of SPC till the end of the Concession Period. With the approval of Transport Department, GNCTD, member in a Consortium may be allowed to exit the Consortium with or without substitution of such member with a new member.

4.5 Other Condition of Qualification

4.5.1 Subject to exception set out in Clause 4.2.1.8, a Bidder is required to meet Operational Experience Criteria as well as Financial Capability Criteria to be short listed for the Cluster.

---

2 Cluster No. 1, 2, 6, 8, 9, 13, 14(part), 16A, 16B, 14 CLF, 15 CLF, 17 CLF and 16A CLF are already awarded.
4.5.2 Transport Department, GNCTD reserves the right to set different qualification criteria, terms of Concession Agreement, type of buses or any other material condition in the balance Clusters which may bid out in future.

4.5.3 Transport Department, GNCTD may bid out all or some of the Clusters besides aggregating, dividing the Clusters yet to be bid out.

4.5.4 A Bidder who has quoted minimum CYOF for a Cluster and refuses, repudiates or otherwise withdraws from signing of Concession Agreement(s) or, in case Concession Agreement is signed by both the parties from proceeding with the Project, then such Bidder shall be disqualified from all balance bidding process activity for the Scheme in terms of Clause 3.13.

4.5.5 A list of all qualified Bidders shall be made for each Cluster based on operational and financial criteria.

4.5.6 A Bidder who has quoted lowest CYOF for six (6) Projects and therefore such Bidders Price Proposal was not opened for subsequent Clusters shall not have any claim of whatsoever nature towards Transport Department, GNCTD or their advisors for loss of opportunity, in case for any reasons the Concession Agreement for any of the six (6) Projects could not be executed. Further, the provisions of Clause 3.4.2 shall apply to this Clause 4.5.6.

4.5.7 A Bidder who has already quoted lowest CYOF for five (5) Projects shall be eligible to participate in future bidding process including opportunity available under 4.12.5 (a) and 4.12.5 (b). However such participation shall be subject to the provisions of Clause 2.2.4, Clause 3.4.1 and Clause 3.4.2.

4.5.8 EFC shall be periodically calculated, after opening of Price Proposals of every Project.

4.5.9 For checking eligibility on EFC for the subsequent Project for which Price Proposal is being opened, a Preferred Bidder who has qualified on Alternative 2 of Financial Criteria, minimum Financial Capability Criteria set out as Alternative 1 shall be reduced and not three times of such aforementioned criteria i.e. the Alternative 2 criteria.

4.6 Deleted
B. Evaluation Methodology

4.7 Opening of Proposal

4.7.1 Transport Department, GNCTD shall open Technical Submissions (Bid 1) through e-procurement portal of GNCTD.

4.7.2 Also the Hard Copy of Technical Submissions (Bid 1) shall be opened in the presence of Bidders’ representatives, who choose to attend. Bidders’ representatives attending the Proposal opening shall bring an authorisation letter from the Bidder and register to evidence their presence.

4.7.3 The following information shall be announced at the Proposal opening and recorded:
   a) Bidders’ names; and
   b) Particulars of the Bid Security.

4.7.4 Transport Department, GNCTD shall intimate Bidders in case of any change in the date or venue of opening of “Bid 1” of the Proposal.

4.7.5 Proposals marked “WITHDRAWAL” accompanied by a valid notice of withdrawal submitted in accordance with Clause 3.24 shall not be opened and shall be returned to the Bidder. No withdrawal notice shall be considered unless such notice contains a valid authorisation to request the withdrawal of Proposal.

4.7.6 Any information contained in the Proposal shall not in any way be construed as binding on Transport Department, GNCTD, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

4.8 Test of Responsiveness

4.8.1 Prior to evaluation of Proposals, Transport Department, GNCTD will determine whether each Proposal is responsive to the requirements of the RFQP Document. A Proposal shall be considered responsive if it satisfies all the criteria stated below:

   a) It is received by the Proposal Due Date.
   b) Technical Submissions is received online as per requirements set out in Clause 3.20.2;
   c) Documents listed at Clause 3.21.2 are received physically (hard copy) by the Proposal Due Date;
   d) It is signed, stamped and marked as stipulated in Clause 3.20 and 3.21.
   e) It contains the information and documents as requested in the RFQP Document.
   f) It contains information in formats specified in the RFQP Document and other Bidding Documents.
   g) It mentions the Proposal Validity Period as set out in Clause 3.17.
h) It provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by Transport Department, GNCTD without communication with the Bidder). Transport Department, GNCTD reserves the right to determine whether the information has been provided in reasonable detail.

i) There are no inconsistencies between the Proposal and the supporting documents.

j) It is accompanied by the Bid Security as set out in Clause 3.16.

k) It is in accordance with the other provisions of this RFQP.

l) Conforms to all terms, conditions of the RFQP without material deviation or reservation.

m) Does not affect in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project.

n) It does not contain any condition or qualification.

o) It is accompanied by the Power(s) of Attorney specified in Clause 3.3.3, as the case may be.

p) Integrity Pact as per format given in Appendix 23 has been submitted by the Bidder with the Technical Submissions duly signed by Authorised signatory.

q) Technical Submissions contains proof of payment towards the cost of RFQP Document.

r) It is not non-responsive in terms hereof.

4.8.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

a) which affects in any substantial way, the scope, quality, or performance of the Project, or

b) which limits in any substantial way, inconsistent with the RFQP Document, Transport Department, GNCTD’s rights or the Bidder’s obligations under the Concession Agreement, or

c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

4.8.3 Transport Department, GNCTD reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by Transport Department, GNCTD in respect of such Proposals.

4.9 Evaluation of Technical Submissions

4.9.1 As part of Qualification Phase, the Technical Submissions as submitted by the Bidders in Bid-1, shall be checked for eligibility, technical capability, financial capability, bid security and other such compliances with the requirements of the RFQP Document. The Transport Department, GNCTD reserves the right to reject the Proposal of a Bidder without opening the Price Proposal, if Proposal is not responsive in terms of Clause 4.8.

4.9.2 Based on evaluation of Technical Submissions, Transport Department, GNCTD would release a list of Bidders who meet the qualification criteria set out in this RFQP Document for each Project.
4.9.3 A list of such aforesaid Bidders shall be prepared and such Bidders shall be informed that their Proposal has been shortlisted for opening of the Price Proposal.

4.9.4 Transport Department, GNCTD shall intimate a date for opening of Price Proposals to all Shortlisted Bidders through e-procurement portal of GNCTD and invite them for opening of the Price Proposals. Attendance to such opening of Price Proposals is not mandatory. However, Transport Department, GNCTD shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Price Proposals of Shortlisted Bidders.

### 4.10 Evaluation of Price Proposal

4.10.1 The Price Proposals (Bid-2) of all the Shortlisted Bidders will be opened through e-procurement portal of GNCTD for the respective Project in the presence of the Bidders’ representatives who choose to attend. The Bidders’ representatives who are present shall be required to sign and record their attendance.

4.10.2 The Bidders should submit Price Proposal for each Project (Cluster) separately in the format set out in [Appendix 15A](#) and the Format of the Breakup of Price Proposal set out in [Appendix 15B](#) besides [Appendix 18](#) providing details of Annual operating costs.

4.10.3 The Proposal of the Bidders for each Project would be evaluated based on Payment by Transport Department, GNCTD to Bidder on CYOF in terms of the Concession Agreement (hereinafter referred as “CYOF”).

4.10.4 The draw of lots shall be undertaken to identify the sequence of opening of Price Proposal for Cluster No. 3 CLF and 4 CLF. Prior to opening of Price Proposals for the identified Cluster No., continued eligibility of Shortlisted Bidders shall be reviewed to remove any Shortlisted Bidders who are no longer eligible for either of two following reasons i.e. either such Bidder has already quoted lowest CYOF for six (6) Projects (refer Clause 3.4 and 3.4.2) or financial capability no longer supports the minimum Financial Capability Criteria for the identified Cluster No. (Refer Clause 4.3). The aforesaid process shall be repeated for all subsequent Clusters.

4.10.5 The Bidder quoting the lowest CYOF for the Project, payable by Transport Department, GNCTD to the Bidder, shall be declared as the Preferred Bidder for the Project.

4.10.6 In the event that two or more Bidders quote the same lowest CYOF, Transport Department, GNCTD may:

i. invite fresh Proposals from such Bidders; OR

ii. take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

4.10.7 Transport Department, GNCTD may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.

---

4 Documentory proof of registration.
4.10.8 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, Transport Department, GNCTD shall declare the Preferred Bidder as the Successful Bidder.

4.11 Notification

4.11.1 Transport Department, GNCTD will notify the Successful Bidder by facsimile and by a letter in the format set out in Appendix 16 (“Draft Letter of Acceptance”) that its Proposal has been accepted.

4.12 Transport Department, GNCTD’s Right to Accept or Reject Proposal

4.12.1 Transport Department, GNCTD reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

4.12.2 Transport Department, GNCTD reserves the right to invite revised Price Proposals from Bidders with or without amendment of the RFQP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

4.12.3 Transport Department, GNCTD reserves the right to reject any Proposal if:

a) at any time, a material misrepresentation is made or uncovered;

b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal;

c) one or more of the pre-qualification conditions have not been met by the Bidder;

d) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;

e) the Bidder has a Conflict of Interest which effects the Bidding Process;

f) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or

g) there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQP Document, including the Concession Agreement.

4.12.4 This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.

4.12.5 If such disqualification / rejection occurs after the Price Proposals have been opened and the lowest Bidder gets disqualified / rejected, then Transport Department, GNCTD reserves the right to:

a) invite fresh Price Proposals from the Bidders;
b) take any such measure as may be deemed fit in the sole discretion of Transport Department, GNCTD, including annulment of the bidding process.

4.12.6 Based on the outcome of Clause 4.12.5, Transport Department, GNCTD retains the right to declare such Bidder as the Preferred Bidder for the Project.

4.12.7 Proposals shall be deemed to be under consideration immediately after they are opened until such time the Transport Department, GNCTD makes an 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 from contacting by any means the Transport Department, GNCTD and/or their employees/representatives on matters relating to the Proposals under consideration.

4.12.8 In case it is found after the issue of the LOA or signing of the Concession Agreement or after its execution and during the subsistence thereof, including the concession thereby granted that:

a) one or more of the pre-qualification conditions have not been met by the Bidder;

b) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;

c) the Bidder has a Conflict of Interest which effects the Bidding Process;

d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or

e) there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQ Document, including the Concession Agreement.

f) The Bidder/ Concessionaire is in violation of integrity pact.

then the LOA or the Concession Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFQ Document, be liable to be terminated by a communication in writing by the Transport Department, GNCTD to the Successful Bidder without the Transport Department, GNCTD/GNCTD being liable in any manner whatsoever to the Successful Bidder or Concessionaire, as the case may be. In such event, the Transport Department, GNCTD shall forfeit and appropriate the Bid Security or Performance Security and Subsidy Bank Guarantee, without prejudice to any other rights or remedy that may be available to the Transport Department, GNCTD.

4.13 Acknowledgment of Letter of Acceptance (LOA) and Execution of Concession Agreement

4.13.1 On the basis of evaluation of Proposal, Transport Department, GNCTD shall issue a Letter of Acceptance (LOA) to the Successful Bidder. Within seven (7) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and submit to Transport Department, GNCTD the Acknowledgement Letter in the format set out in Appendix 17.
4.13.2 The Successful Bidder shall submit Performance Security in terms of Clause 4.14.1 in order to execute the Concession Agreement within thirty (30) days of the issue of LOA. For each day of delay beyond the aforesaid 30 days from the issue of LOA, a penalty of Rs. 1,00,000/- (one Lakh) per day of delay would be levied by Transport Department, GNCTD for a period of upto 45th day from the date of issue of LOA. In case, the Successful Bidder fails to execute the Concession Agreement within the time stipulated period of 45 days from the date of issue of LOA, the Bid Security submitted by the Successful Bidder shall be forfeited in terms of this RFQP Document.

4.13.3 Transport Department, GNCTD will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be released as promptly as possible upon signing of the Concession Agreement with the Successful Bidder.

4.14 Performance Security

4.14.1 The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a Scheduled Commercial Bank in India in favour of “Transport Department, GNCTD”, as required under the Concession Agreement.

4.14.2 Failure of the Successful Bidder to comply with the requirements of Clause 4.13.2 or Clause 4.14.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, the Transport Department, GNCTD reserves the right to take any such measure as may be deemed fit in the sole discretion of the Transport Department, GNCTD, including annulment of the Bidding Process.
## Appendix 1: Schedule of Bidding Process

Transport Department, GNCTD would endeavour to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Activity Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Date of Issue of RFQP</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Submission Pre-Proposal Meeting Queries</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Pre-proposal meeting*</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The Transport Department, GNCTD’s response to queries latest by</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Proposal Due Date</strong></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Opening of Technical Proposals*</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Opening of Price Proposals*</td>
<td></td>
</tr>
</tbody>
</table>

Note: * Upto two persons per Bidder may attend as per dates mentioned above.
Appendix 2: Format of Notification of Intent to Submit Proposal

Deleted
Appendix 3: Format for Covering Letter cum Project Undertaking

[On the Letter head of the Proposal (Lead Member in case of Consortium)]

Date:

To
Secretary and Commissioner (Transport)
Transport Department
Government of National Capital Territory of Delhi
5/9 Under Hill Road
Delhi 1100054

Dear Sir,

Re: Operation of Stage Carriage Services in Cluster No. __________ (type appropriate Cluster No. or Nos.)

We have read and understood the Request for Qualification and Proposal (RFQP) Document in respect of the Project provided to us by Transport Department, GNCTD. We hereby submit our Proposal for the captioned project.

1. We are enclosing and submitting herewith our Proposal in one (1) original one (1) one copy, with the details as per the requirements of the RFQP Document, for your evaluation and consideration.
2. The Proposal is unconditional and unqualified.
3. All information provided in the Proposal and in the Appendices is true and correct.
4. The statement made herein are for the express purpose of qualifying as a Bidder for the aforesaid Project.
5. I/ We shall make available to the Transport Department, GNCTD any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
6. I/ We acknowledge the right of the Transport Department, GNCTD to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
   (a) I/ We have examined and have no reservations to the Bidding Documents, including the Addendum issued by the Transport Department, GNCTD.
   (b) I/ We do not have any conflict of interest in accordance with Clause 3.13.3 of the RFQP document;
   (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 3.13.6 of the RFQP Document, in respect of any tender or request for

September 2021
 proposal issued by or any agreement entered into with the Transport Department, GNCTD or any other public sector enterprise or any government, Central or State; and
(d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clauses 3.13.4 to 3.13.6 of the RFQP 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.

9. 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 Proposals for the Project, without incurring any liability to the Bidders, in accordance with Clause 3.12.2 of the RFQP Document.

10. I/We declare that we satisfy and meet the requirements as specified in the RFQP Document and eligible to submit a Proposal in accordance with the terms of this RFQP Document.

10. I/We declare that we/any Member of the Consortium are/is not a Member of any [other] Consortium submitting a Proposal for the Project.

11. I/We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter 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 India, we have not been charge-sheeted by any agency of the Government or convited by a Court of Law for any offence committed by us.

13. I/We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors or any shareholder holding not less 10% of our issued and subscribe equity share capital.

14. 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, we shall intimate the Transport Department, GNCTD of the same immediately.

15. We acknowledge that all members shall continue to hold the minimum shareholding of the Concessionaire Equity Capital under and in accordance with the provisions of the Concession Agreement. 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. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement which is contrary to the terms therein, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Transport Department, GNCTD being liable to us in any manner whatsoever.

16. We acknowledge and agree that in the event of a change in composition of our Consortium during the Bidding Process, the same shall be a basis for disqualification of our Consortium by the Transport Department, GNCTD forthwith.

17. We understand that the Consortium shall incorporate itself as a Company under the Indian Companies Act, 2013 such prior to execution of the Concession Agreement.

18. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by the Transport Department, GNCTD 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.

19. 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
Proposition Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by
the same.

20. I/We have studied all the Bidding Documents carefully and also surveyed the (Project and other
matters mentioned in the Bidding Documents including in Clause 3.13.2 and 3.18.2 of the RFQP
Document). 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 the Transport Department, GNCTD or in respect of any matter arising out of or
concerning or relating to the Bidding Process including the award of concession.

21. The CYOF has been quoted by me/us after taking into consideration all the terms and conditions
stated in the RFQ Document, draft Concession Agreement, our own estimates of costs and after
a careful assessment of the Project and all the conditions that may affect the Proposal.

22. I/We confirm our having submitted the Bid Security of _____________ (specify Bid Security
amount) for each Cluster to the Transport Department, GNCTD in accordance with the RFQP
Document. The Bid Security in the form of a Bank Guarantee/FDR (strike out whichever is not
applicable) is attached.

23. I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents.
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.

24. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents
including the RFQ Document.

25. I/We agree to keep and confirm that our Proposal is valid
for 360 days
from
Proposal Due Date.

26. We hereby agree and undertake that notwithstanding any qualifications or conditions, whether
implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal
is unqualified and unconditional in all respects and we agree to the terms of the Draft Concession
Agreement, a draft of which also forms a part of the RFQP Document provided to us.

27. I/ We hereby submit Integrity Pact as per format given in Appendix 23 of the Technical
Submissions duly signed by Authorised signatory and it shall be part of the Concession Agreement.

28. I/ We hereby submit our Proposal as indicated in Price Proposal
for undertaking the
aforesaid Project in accordance with the RFQP Document.

29. I/ We undertake that we have not mentioned the Price Proposal i.e. the CYOF, anywhere in the
Technical Submissions. I/ We also undertake that in the case I/We have mentioned the same, my/
our Proposal will be rejected.

30. I/We shall undertake that we abide by all the applicable laws of India.

31. Certification No. 1: - I/We certify the following in line with the Model Certificate for Tender
provided in Annex. III of Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of
Finance Department of Expenditure, Public Procurement Division regarding Restrictions under
Rule 144(xi) of the General Financial Rules (GFRs) attached as Annexure 1 to this Part I of RFQP
document:-

“T/We have read the clause regarding restrictions on procurement from Bidder of country which
shares land border with India; I/We certify that this Bidder is not from such a country or, if from
such a country, has been registered with the Competent Authority. I/ We hereby certify that this

September 2021

Page 56
Bidder fulfills all the requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached.]

32. Certification No. 2: - I/We certify the following in line with the Model Certificate for Tenders for Works involving possibility of Sub-contracting provided in Annex. III of Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) attached as Annexure 1 to this Part I of RFQP document.

“I/We have read the clause regarding restrictions on procurement from Bidder of country which shares land border with India and on sub-contracting to contractors from such countries; I/We certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/We hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Dated this ……………………..Day of …………………., 20…..

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 4: Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we …………………………………………… (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms……………………………. (name and residential address) who is presently employed with us and holding the position of ……………………………………….. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging **Operation of Private Stage Carriage Services in Cluster No. ___________ (type appropriate Cluster No.),** including signing and submission of all documents and providing information / responses to Government of National Capital Territory of Delhi ("GNCTD") / Delhi Integrated Multi-Modal Transit System Limited ("DIMTS"), representing us in all matters before GNCTD/ DIMTS, and generally dealing with GNCTD/ DIMTS in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

___________________________
(Signature)

(Name, Title and Address)

Accepted

…………….. (Signature)

(Name, Title and Address of the Attorney)

Note:

- To be executed by the Lead Member in case of a Consortium.
- 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.
- In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.
Appendix 5: Format for Power of Attorney for Lead Member of Consortium

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney (To be executed by all the members of the Consortium)

Whereas the Government of National Capital Territory of Delhi (“GNCTD”) has invited proposals from interested parties for Operation of Private Stage Carriage Services in Cluster No. ___________ (type appropriate Cluster No.) (the “Project”),

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification and Proposal (RFQP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFQP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. ………………. (Lead Member), and M/s ………………. (the respective names and addresses of the registered office) do hereby designate M/s. ………………………………… being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with GNCTD/DIMTS, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with GNCTD/DIMTS.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the ……Day of ……..20…

……………………………………

(Executants)

1. Note: 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
Appendix 6: Format for Details of Bidder

1. (a) Name
   (b) Country of incorporation/registration
   (c) Address of the registered office, 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 Bidder including details of its main lines of business and proposed role and responsibilities in this Project(s).

3. Details of individual/s who will serve as the point of contact / communication with Transport Department, GNCTD:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile Number:

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile Number:

5. In case of a Consortium:
   (a) the information above (1-4) should be provided for all the members of the consortium.
   (b) Information regarding role of each member should be provided as per table below:

---

4 Documentary proof of registration.
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Member</th>
<th>Role (Specify Lead Member/ Other Member)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix 7: Format for Financial Capability# of the Bidder

(Equivalent in Rs. Millions)

<table>
<thead>
<tr>
<th>Bidder*</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1 (As on FY 2019-20)</td>
</tr>
<tr>
<td>Sole Bidder</td>
<td></td>
</tr>
<tr>
<td>Lead Member of Consortium</td>
<td></td>
</tr>
<tr>
<td>Other member 1</td>
<td></td>
</tr>
<tr>
<td>Other member 2</td>
<td></td>
</tr>
<tr>
<td>Other member 3</td>
<td></td>
</tr>
<tr>
<td>Other member 4</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

# The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder’s parent entity or its subsidiary or any associate entity will be considered for computation of the Financial Capability of the Bidder provided the Bidder holds at least 51% of the common equity of subsidiary entity/associate entity as on March 31, 2021 or parent entity holds at least 51% of the common equity of the Bidder as on March 31, 2021. Such entities are restricted to Company registered under Companies Act, Partnership Firm, Sole Proprietorship Firm, AIF, VCF, Society, Trust but excluding Individual.

* Any Bidder being a Type 1, 2 Bidder should fill in details as per the row titled Sole Bidder and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details in subsequent rows.
* All the Bidders should indicate the Net worth for the years as defined in the above table.
* In case the Bidder is a Consortium, Lead Member must satisfy the conditions with regard to Financial Capability as stated Clause 4.2.2.4.
* Sum of the Net worth of all members as stated Clause 4.2.2.4 and Clause 4.2.2.5, provided the above conditions are satisfied.
General Instructions:

1. Deleted
2. Net Worth = (Subscribed and Paid-up equity + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)
3. The financial year would be the same as followed by the Bidder for its annual report.
4. The Bidder shall provide complete set of the audited annual financial statements complete with schedules, notes to accounts, auditor’s report.
5. The Bidder should submit certificate duly certified by Statutory Auditor, clearly indicate the calculations and references in the financial statements in arriving at the above numbers in terms of the Annex-I of Appendix 7.
6. Deleted
7. In case the Bidder’s registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary companies for the purpose of conducting audit by the statutory auditor’s, in such cases consolidated audited financial statement shall be accepted.
8. Deleted
9. In case of Individuals: Net worth of Individuals shall be equal to net wealth which is the aggregate value, computed under Wealth Tax Act, 1957. A copy of Wealth Tax Return filed for the assessment year 2019-2020 or any other document approved by the Income Tax department shall be submitted as proof.
Annex-I of Appendix 7

Financial Capacity of the Bidder Net Worth

On Statutory Auditor's letterhead} [In case of Consortium, all members should provide Net worth Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s _____________________. The Net worth* of the bidder (name of the Bidder) as on [_____] as per Audited statement is as follows;

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Financial Year 2019-20</th>
<th>Net Worth (INR Million)(#)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Bidder</td>
<td>Associate</td>
</tr>
<tr>
<td>1</td>
<td>Subscribed and Paid-up equity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Reserves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Share Allotment Money Already Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Preference Shares (including Redeemable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Convertible Debentures but excluding Warrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Revaluation reserves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Miscellaneous expenditure not written off</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8</strong></td>
<td><strong>Networth (Sr.Nos. (1)+(2)+(3)+(4)+(5)-(6)-(7))</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*To be provided from latest available Audited statement. Audited Annual Report to be attached.

# Format may be suitably modified by the Statutory Auditor to reflect the correctness in assessment. This format also needs to be modified based on Type of Bidder e.g. Proprieteoship, Partnership, AIF, VCF etc.

(Signed and Sealed by the Statutory Auditor)
## Appendix 8: Format for Experience of the Bidder

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the Bidder</th>
<th>Type of Vehicle</th>
<th>No of Vehicles with Permit</th>
<th>PCU Factor</th>
<th>Category Experience Weight</th>
<th>Number of Months in Operation (from December 01, 2018 to August 31, 2021)</th>
<th>Total PCU Years Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sole Bidder</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Lead Member</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Other Member 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Other Member 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Other Member 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Other Member 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Multiply applicable Experience Weight and PCU Factor set out in Table 4.1 and Table 4.2 in Chapter 4.

**Note:**

1. The Bidder should provide details of only those Permits that are issued in its own name or in the name of the subsidiary entity (i.e. the Bidder should hold at least 51% of the common equity of subsidiary Company as on March 31, 2021) or Parent Company (i.e. the Parent Company should hold at least 51% of the common equity of the Bidder as on March 31, 2021).
2. Project experience of the Bidder's associate company (who is not a member of the Consortium) will not be considered for computation of the total operational experience.
3. Any Bidder consisting of a single entity should fill in details as per the row titled Sole Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.
4. Deleted

---

6 Type 1, Type 2 and Type 4 Bidders are required to provide details in terms of Appendix 8, 8A and 8B.

7 Refer Clause 4.2.1.1 for details
## Appendix 8A: Format for Permit Details

<table>
<thead>
<tr>
<th>Refer Instruction</th>
<th>(Bidder to fill up the Details here)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Entity</td>
<td></td>
</tr>
<tr>
<td>Name of the Permit Holder</td>
<td></td>
</tr>
<tr>
<td>Permit (Copy of Permit to be attached)</td>
<td>Copy of Permit to be attached</td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Type of Vehicle</td>
<td>3</td>
</tr>
<tr>
<td>Registration Number of the regular vehicle</td>
<td></td>
</tr>
<tr>
<td>Maximum no of Passengers can carry at one time</td>
<td></td>
</tr>
<tr>
<td>Period of Validity</td>
<td></td>
</tr>
<tr>
<td>Date of Expiry</td>
<td></td>
</tr>
<tr>
<td>Route of the Area</td>
<td></td>
</tr>
<tr>
<td>Months of Operation</td>
<td></td>
</tr>
</tbody>
</table>

### Instructions

1. Bidders are expected to provide information in respect of each vehicle in this section. Information provided in this section is intended to serve as a backup for information provided in accordance with Appendix 8. Along with this Bidder needs to furnish copy of each permit.
2. A separate sheet should be filled for each of the vehicle.
3. Refer Clause 4.2.1.1 for Category and Table 4.2 for PCU factors for the vehicle.
4. In-case of foreign companies/operations outside India, endorsement from Indian Embassy from the country of operation (from where such permit was issued) should be provided.

*It may be noted that in the absence of anyone of the, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Operational Experience.*

---

8 Name of Sole Bidder, Lead Member or Other Member who has the Vehicle
Appendix 8B: Guidelines for Providing Information Related to Experience

It may be noted that in the event of any discrepancy between any information, required to be provided under Appendix 8 and 8 A, and the certificate to be obtained from the statutory auditor, as required hereunder, such information would be considered deficient and shall not be considered for computation of experience required under the Project.9

1. The Bidder shall provide a certificate from its Statutory Auditor in the format given below:

This is to certify that ___________ (Name of the Bidder) has

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the Bidder</th>
<th>Type of Vehicle10</th>
<th>Vehicle Registration Number</th>
<th>Issuing Agency</th>
<th>PCU Factor</th>
<th>Category Experience Weight</th>
<th>Number of Months in Operation (from December 01, 2018 to August 31, 2021)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Refer Clause 4.2.1.5 of the RFQP Document
10 Refer Clause 4.2.1.1 for details
Appendix 8C: Format for Cumulative Revenue from providing Maintenance Services to the extent of AMC experience of buses by the Bidder

The Bidder shall provide a certificate from its Statutory Auditor in the format given below:

This is to certify that ___________ (Name of the Bidder) has

(Equivalent in Rupees)

<table>
<thead>
<tr>
<th>Bidder*</th>
<th>Revenue from Providing Maintenance Services to the extent of AMC experience of buses for the last three Financial Years i.e FY 2018-19 to 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1 (As on ---- ***)</td>
</tr>
<tr>
<td>Lead Member of Consortium</td>
<td></td>
</tr>
<tr>
<td>Other Member 1</td>
<td></td>
</tr>
<tr>
<td>Other Member 2</td>
<td></td>
</tr>
<tr>
<td>Other Member 3</td>
<td></td>
</tr>
<tr>
<td>Other Member 4</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

Note:

# The Bidder should provide details based on its own financial statements. Maintenance Services Experience of the Bidder's parent company or its subsidiary or any associate
company will be not be considered for computation of the Maintenance Services Experience.

* Any Bidder being a Type 1 or Type 2 Bidder should fill in details as per the row titled “Sole Bidder” and ignore the rows below that. In case of a Consortium, ignore the first row and provide relevant details in subsequent rows.

**General Instructions:**

1. The financial year would be the same as followed by the Bidder for its annual report. Say, Year 1 is the financial year 2020-21, then Year 2 shall be the year immediately preceding Year 1.
2. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
3. deleted
4. The Bidder shall furnish explicit signed contract in support of AMC experience of buses, which is under successful operation since at least one year subject to meeting cumulative revenue criteria as per Table 4.4A, and is with a recognised and registered public or private sector body.
Appendix 8D: Guidelines for Providing Information Related to Maintenance Services Experience

It may be noted that in the event of any discrepancy between any information, required to be provided under Appendix 8C, and the certificate to be obtained from the statutory auditor, as required hereunder, such information would be considered deficient and shall not be considered for computation of experience required under the Project\textsuperscript{11}.

\textit{(To be duly signed by the Statutory Auditor)}

1. The Bidder shall provide a certificate from its Statutory Auditor in the format given below:

This is to certify that \underline{___________ (Name of the Bidder)} has

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the Bidder</th>
<th>Year 1 (As on - \textit{-----})</th>
<th>Year 2 (As on - \textit{-----})</th>
<th>Year 3 (As on - \textit{-----})</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Revenue from Providing Maintenance Services to the to the extent of AMC experience of buses for the last three Financial Years \textit{(amount equivalent in Rupees)}

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:

\textsuperscript{11} Refer Clause 4.2.1.1.10 of the RFQP Document
Appendix 9: Format for Affidavit
Certifying that Entity / Directors of Entity are not Blacklisted

(On a Stamp Paper of relevant value)

Affidavit

I M/s. ……………… (Sole Bidder / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by GNCTD or blacklisted by any state government or central government / department / agency in India, either individually or as member of a Consortium as on the Proposal Due Date.

We further confirm that we are aware that as per Clause 3.13, our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFQP Document at any stage of the Bidding Process or thereafter during the Concession Agreement period.

Dated this ……………………Day of ………………….., 20..

Name of the Bidder

……………………………………………
Signature of the Authorised Person

……………………………………………
Name of the Authorised Person

Note:
- To be executed separately by all the Members in case of Consortium
Appendix 10: Format for Memorandum of Understanding (MOU)

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this _____ day of __________ 20__ at __________
among
______ and having its registered office at ______, (hereinafter referred as”______”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part
and
______ and having its registered office at ______, (hereinafter referred as”______”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part
and
______ (and having its registered office at ______, (hereinafter referred as”______”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Third Part
and
______ and having its registered office at ______, (hereinafter referred as”______”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Fourth Part
and
______ (and having its registered office at ______, (hereinafter referred as”______”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Fifth Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Government of National Capital Territory of Delhi (“GNCTD”), has invited Request for Qualification and Proposal (RFQP) from entities interested for Operation of Private Stage Carriage Services in Cluster No. ___________ (type appropriate Cluster No.), (“Project(s)”) as per the terms contained in the RFQP Document and in terms of Concession Agreement.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS Follows:

September 2021
1. That the Parties will form a Special Purpose Company (“SPC”) with the shareholding commitments expressly stated. The said SPC shall not undertake any other business during the Concession Period.

2. That the equity share holding of the Parties in the issued and paid up capital of the SPC shall not be less than as specified in the RFQP Document.

3. That M/s.____________, M/s.____________, M/s.____________, M/s.____________ and M/s.____________ who are Members of the Consortium commit to hold the equity stakes in the SPC which are in line with the requirements of RFQP Document.

4. That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the RFQP Document, if qualified the RFQP Document and the Concession Agreement that will be executed if the Project(s) is awarded to us.

5. That the Parties shall carry out all obligations and responsibilities in terms of the Concession Agreement.

6. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows: {list the roles and responsibilities of each Party}

7. That the Parties shall be jointly and severally liable for the execution of the Project(s) in accordance with the terms of the Concession Agreement to be executed on award of the Project.

8. That the Parties affirm that they shall implement the Project(s) in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project(s).

9. That this MoU shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
2. Second Party
3. Third Party
4. Fourth Party
5. Fifth Party

Witness:
Appendix 11: Deleted
Appendix 12: Format for Undertaking by Type 2 Bidder

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Undertaking entered into this _____day of ________ 20... at __________ by
_______ and having its registered office at _______, (hereinafter referred as the “Society”, which expression unless repugnant to the context or meaning thereof include its successors and permitted substitutes)

WHEREAS Government of National Capital Territory of Delhi (GNCTD), has invited Request for Qualification and Proposal (RFQP) from entities interested for Operation of Private Stage Carriage Services in Cluster No. _______________ (type appropriate Cluster No.), (hereinafter called the “Project(s)”) as per the terms contained in the RFQP Document and in terms of Concession Agreement.

AND WHEREAS all members of the Society had discussions for bidding for the said Project and have reached an understanding on the following points with respect to the rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:


2. That the members of the Society shall raise the Net Worth of the Society to ________ (atleast Rs. X millions) in case the Bidder is the Successful Bidder to the Project(s).

3. That the members of the Society commit to subscribe to the Net Worth of the Society in case the Bidder is the Successful Bidder(s) to the Project(s).

4. That the Society hereby is submitting a copy of the certificate issued by Registrar confirming registration of the Society.

5. That all members agree that the Society shall carry out all responsibilities in terms of the Concession Agreement.

6. That all members of the Society shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement to be executed on award of the Project(s).

September 2021
7. That all members of the Society affirm that they shall implement the Project(s) in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project(s).

8. That this Undertaking shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the all members of the Society affirm that the information provided is accurate and true and have caused this Undertaking to be duly executed on the date and year above mentioned.

Signatures, Name, Address and Contact Details of the duly appointed person acting for and on behalf of the Society who is also a member of the management committee of the Society

Witness:

Note: Undertaking to be separately submitted for each Cluster (Project)
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 this ……………………..Day 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 Bid Security

B.G. No. ___________________________ dated __________.

This Deed of Guarantee executed at __________ by __________ (Name of 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 its, successors and assigns;

In favour of

Commissioner (Transport), Transport Department, Government of National Capital Territory of Delhi, (hereinafter referred to as the “Transport Department, GNCTD”), having its office at Commissioner of Transport, 5/9, Under Hill Road, Delhi – 110054, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS

A. M/s ______________________, a company duly incorporated under the provisions of the Companies Act, 2013 / a Scheduled Caste/Scheduled Tribe Co-operative Society registered under the Delhi Co-operative Societies Act, 19________ (hereinafter referred to as the “Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns, has/have bid for Operation of Private Stage Carriage Services for Cluster No. _______ (type appropriate Cluster No.) (hereinafter referred to as the “Project”).

B. In terms of Clause 3.16 of Part I of the Request for Qualification and Proposal Document dated ——— issued in respect of the Project (hereinafter referred to as the “RFQP Document”) the Bidder is required to furnish to Transport Department, GNCTD an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees ______ Only) (type appropriate amount) as Bid Security.

C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

a) The Guarantor, as primary obligor shall, without demur, pay to Transport Department, GNCTD an amount not exceeding Rs. _____ (Rupees ______ Only) (type appropriate amount), within five (5) days of receipt of a written demand from Transport Department, GNCTD calling upon the Guarantor to pay the said amount and stating that the Bid Security provided by the Bidder has been forfeited in terms of Clause 3.16 of Part I of the RFQP Document.

12 In case of consortium, incorporate names and addresses of the consortium members.

13 To be suitably modified based on the type of Bidder (Type 1/ Type2/ Type 4 Bidder)
b) Any such demand made on the Guarantor by Transport Department, GNCTD shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.

c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of Transport Department, GNCTD is disputed by the Bidder or not.

d) This Guarantee shall be unconditional and irrevocable and remain in full force for a period of 12 months or for such extended period as may be mutually agreed between Transport Department, GNCTD and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.

e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.

f) In order to give full effect to this Guarantee, Transport Department, GNCTD 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 RFQP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by Transport Department, GNCTD against the Bidder or any indulgence shown by Transport Department, GNCTD to the Bidder. and. the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of Transport Department, GNCTD or any indulgence by Transport Department, GNCTD to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, 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 Mr. ________________

its ________________ and authorised official.

Note: Bid Security shall be separately submitted for each Cluster (Project)
Appendix 15A: Format of Price Proposal

Refer Financial Proposal Format (Part IV of RFQP Document)
Appendix 15B: Format of Price Proposal

Refer Financial Proposal Format (Part IV of RFQP Document)
Appendix 16: Format for Draft Letter of Acceptance (To be issued by Transport Department, GNCTD)

Date:

To

Authorised Signatory of the Successful Bidder

Dear Mr. _____,

Subject: Letter of Acceptance for Operation of Private Stage Carriage Services in Cluster No._______

1. This is in reference to the Proposal submitted by _____________ {Name of Successful Bidder} (“SB”) by the Proposal Due Date (_____) in response to the Request for Qualification and Proposal (“RFQP”) Document (along with the amendments made thereafter) released by Government of National Capital Territory of Delhi (“Transport Department, GNCTD”) on ____ {date of release of RFQP Document}.

2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by Transport Department, GNCTD 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. Transport Department, GNCTD, is now pleased to inform that SB has been selected as the Successful Bidder for Operation of Private Stage Carriage Services in Cluster No._______.

5. This letter is intended to convey Transport Department, GNCTD’s acceptance, subject to the terms & conditions specified in the RFQP Document issued to your company and conditions set out in the Concession Agreement to be executed within Thirty (30) days from the date of this letter, of the Proposal submitted by SB, wherein SB has quoted a CYOF of Rs ______ (Rupees ______)

6. As a token of your acknowledgment of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory, within seven (7) days from the date of this letter.
7. Further, you are also requested to comply, within thirty (30) days weeks from the date of this letter by Acknowledgement of this Letter of Acceptance, with the conditions set out below:

   (a) To incorporate an SPC in terms of Clause 3.5.1 of the Request for Qualification and Proposal, where necessary;

   (b) Furnish a Performance Security from a nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India to the amount of ________ crores [ Rs. 6.0 Crore for 3 CLF / Rs. 5.80 Crore for 4 CLF] [strike out whichever is not applicable] as per Clause 5.1(h) (ii) of draft Concession Agreement;

Kindly note that this communication by itself does not create any rights or contractual relationship with Transport Department, GNCTD. Any such right or relationship shall come into effect upon complying with conditions set out in para 7 and the execution of Concession Agreement.

Yours truly,

Secretary and Commissioner Transport
Transport Department
Government of National Capital Territory of Delhi
Appendix 17: Format of Acknowledgement Letter of Acceptance (To be issued submitted by Successful Bidder to Transport Department, GNCTD)

Date: (Within Seven (7) days of date of LOA)

To

Secretary and Commissioner (Transport)
Transport Department
Government of National Capital Territory of Delhi
5/9, Under Hill Road,
Delhi – 110054

Subject: Acknowledgement of Letter of Acceptance – Operation of Private Stage Carriage Services in Cluster No.________

We are pleased to acknowledge the Letter of Acceptance issued by Transport Department, GNCTD vide their letter Ref. dated for the Operation of Private Stage Carriage Services in Cluster No.________.

We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within four (4) week of the date of the LOA:

1. Incorporate an SPC, where required
2. Execute the Concession Agreement
3. Furnish a Performance Security of the amount of _________ crores [Rs. 6.0 Crore for 3 CLF / Rs. 5.80 Crore for 4 CLF] [strike out whichever is not applicable] as per Clause 5.1(h) (ii) of draft Concession Agreement;
4. Further, the SPC/ Successful Bidder should confirm that:
   4.1 the SPC/ Successful Bidder has, after a complete and careful examination, made an independent evaluation of scope of the Project, local and physical conditions, and all information and documents provided by the Transport Department, GNCTD or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards

September 2021
as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Transport Department, GNCTD makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Transport Department, GNCTD in this regard.

4.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the documents and matters set forth in para 1 above and hereby acknowledges and agrees that the Transport Department, GNCTD shall not be liable for the same in any manner whatsoever to the Concessionaire, the Consortium Members or any person claiming through or under any of them.

Name of Successful Bidder/Lead Member

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 18: Format for Annual Operating Costs

Refer Financial Proposal Format (Part IV of RFQP Document)
Appendix 19: Format for Operations Plan

Refer Cluster Design Details (Part III of RFQP Document)
Appendix 20: Format of Affidavit

(On a Stamp Paper of relevant value by Bidder/ Each Consortium Member)

I, ____________________son of ___________________ resident of ________________
having been duly authorized on behalf of the Bidder, do hereby solemnly affirm and declare as under:

That whereas, I have submitted a proposal for Operation of Private Stage Carriage Services Cluster No. _______ (type appropriate Cluster No.), Delhi (the “Project(s)”) Now, therefore, I, the undersigned, do hereby certify that all the information supplied as accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any information requested by the Transport Department, GNCTD to verify any pertinent information deemed necessary and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be required by Transport Department, GNCTD.

The undersigned also understands that furnishing of false information could result in disqualification of his company (the Consortium, in case Bidder is a Consortium) for the Project, and if so awarded, Transport Department, GNCTD shall withdraw the LOA or terminate the Concession Agreement, as the case may be, without being liability in any manner.

Dated this …………………..Day of …………………, 20..

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

Note:

▪ To be executed separately by all the Members in case of Consortium.
Appendix 21: Guidelines of the Department of Disinvestment

APPENDIX – V

Guidelines of the Department of Disinvestment

(Refer Clause 2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.

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.

These guidelines may be modified or substituted by the Government from time to time.
Appendix V
Page 2

(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.

nd
(A.K. Tewari)
Under Secretary to the Government of India
Appendix 22: Cluster Details (Refer Part-III Cluster Design Data)

Refer Cluster Design Details (Part III of RFQP Document)
INTEGRITY PACT

This Pact made this [●] day of [●] between Transport Department, GNCTD, having its office at Underhill Road, Delhi hereinafter called the DoT (which term shall unless excluded by or is repugnant to the context, be deemed to include its officers, and shall also include its successors and assigns) of the one part

AND

[●] represented by [●] of the other part, hereinafter called the “Bidder/Concessionaire “(which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/Concessionaire)

WHEREAS the DoT intends to award, under laid down organizational procedures, Concession Agreement for [●]. The DoT, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/Concessionaire.

WHEREAS the DoT is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the DoT hereby adopts the instrument developed by the renowned international non-governmental organization “Transparency International” (TI) headquarterd in Berlin (Germany). The DoT will appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the DoT for [●]. In response to the NIT (Notice Inviting Tender) dated [●] Concessionaire is signing the Concession Agreement for execution of [●]

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Concession Agreement to be entered into with a view to

Enabling the DoT to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling DoT to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the DoT will commit to prevent corruption, in any form, by its officials by following transparent procedures.
The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of the DoT;**

   1.1 The DoT undertakes that no official of the DoT, connected directly or indirectly with the project, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

   1.2 The DoT will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other Bidders.

   1.3 All the officials of the DoT will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the DoT with full and verifiable facts and the same is prima facie found to be correct by the DoT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DoT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DoT the proceedings under the contract would not be stalled.

3. **Commitments of Bidders/Concessionaire.**

   3.1 The Bidder/Concessionaire commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

   3.2 The Bidder/Concessionaire will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DoT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

   3.3 (i) The Bidder/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DoT or otherwise in procuring the Contract or forbearing to do or having
done any act in relation to the obtaining or execution of the contract or any other contract with the DoT for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the DoT.

3.4 (ii) The Bidder /Concessionaire has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.5 The Bidder/Concessionaire shall, when presenting his bid, disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates.

3.6 The Bidder/Concessionaire shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.

3.7 The Bidder/Concessionaire further confirms and declares to the DoT that the Bidder is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the DoT or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.8 The Bidder/Concessionaire, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the DoT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.9 The Bidder/Concessionaire will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.10 The Bidder/Concessionaire will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.11 The Bidder / Concessionaire shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the DoT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder/ Concessionaire also undertake to exercise due and adequate care lest any such information is divulged.
3.12 The Bidder/Concessionaire will inform to the Independent External Monitors. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any DoT’s associate(s)

3.13 The Bidder/Concessionaire commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.14 The Bidder/Concessionaire shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.15 If the Bidder/Concessionaire or any employee of the Bidder/Concessionaire or any person acting on behalf of the Bidder/Concessionaire, either directly or indirectly, is a relative of any of the officers of the DoT, or alternatively, if any relative of an officer of the DoT has financial interest/stake in the Bidder’s/Concessionaire’s firm, the same shall be disclosed by the Bidder/Concessionaire at the time filing of tender. The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.16 The Bidder/Concessionaire shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the DoT.

3.17 That if the Bidder/Concessionaire, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Concessionaire into question, the DoT is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the Bidder from participating in future bidding processes.

4. **Previous Transgression**

4.1 The Bidder/Concessionaire declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders’ exclusion from the tender process.

4.2 The Bidder/Concessionaire agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

4.3 That the Bidder/Concessionaire undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 crore.(Rupees zero point five crore) and to submit the same to the DoT along-with the tender document/contract before contract signing.

4.4 That sub-contractor(s)/associate(s) engaged by the Concessionaire, with the approval of the DoT after signing of the Concession Agreement, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five crore) will be required to sign this Pact by the
Concessioaire, and the same will be submitted to the DoT before doing/performing any act/function by such subcontractor(s)/associate(s) in relation to the contract/work.

4.5 That the DoT will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.

4.6 That if the Concessioaire(s) does/do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above, DoT will terminate the Concession Agreement and initiate appropriate action against such Concessionaire(s).

5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDERETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.


6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the DoT to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Preffered Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder/Concessionaire.

(iii) If the DoT has disqualified/debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the DoT is entitled to forfeit the earnest money deposited/Bid Security.

(iv) To recover all sums already paid by the DoT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the DoT in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the DoT, along with interest.

(vi) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the DoT resulting from such
Cancellation/rescission and the DoT shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(vii) To debar the Bidder from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the DoT.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the DoT with the Bidder, the same shall not be opened.

(x) Forfeiture of Performance Security and Subsidy Bank Guarantee in case of a decision by the DoT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) That if the DoT have terminated the contract under section 2 or 3 or 4 or if the DoT is entitled to terminate the contract under section 2 or 3 or 4, the DoT shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

(xii) The Bidder / Concessionaire agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Concessionaire can prove and establish to the satisfaction of the DoT that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the DoT.

6.2 The DoT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Concessionaire applies to the DoT for premature revocation of the debarment and proves to the satisfaction of the DoT that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the DoT may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Concessionaire for first time default.

6.4 That a transgression is considered to have occurred if the DoT is fully satisfied with the available documents and evidence submitted along with Independent External Monitor’s recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the DoT to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purpose of this Pact.
7. **Allegations against Bidders/Concessionaires/ Sub-Contractors/ Associates:**

That if the DoT receives any information of conduct of a Bidder/ Concessionaire or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Concessionaire or Sub-Contractor which constitute corruption, or if the DoT has substantive suspicion in this regard, the DoT will inform the Vigilance Department for appropriate action.

8. **Independent External Monitors (s),**

8.1 That the DoT has appointed competent and credible Independent External Monitors (s) for this Pact.

8.2 The task of the IM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Concessionaire or DoT.

8.3 That the Independent External Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the DoT.

8.4 That the Bidder / Concessionaire accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the DoT including that provided by the Bidder/Concessionaire. The Bidder/Concessionaire will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Independent External Monitor is under obligation to treat the information and documents of the DoT and Bidder/ Concessionaire / Sub-Contractors/ Associates with confidentiality.

8.5 That as soon as the Independent External Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the DoT and request the management to discontinue or heal the violation, or to take other relevant action. The Independent External Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Independent External Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 That the DoT will provide to the Independent External Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the DoT and the Concessionaire / Bidder. The parties offer to the Independent External Monitor the option to participate in such meetings.

8.7 That the Independent External Monitor will submit a written report to the Chairperson of the Board of the DoT within 2 weeks from the date of reference or intimation to him by the DoT and, should the occasion arise, submit proposals for correcting problematic situations.
8.8 That if the Independent External Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word ‘IM’ would include singular and plural.

9. **Facilitation of Investigation.**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the DoT or its agencies shall entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. **Law and Place of Jurisdiction.**

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter/the Regional Headquarter/office of the DoT, as applicable.

11. **Other Legal Actions**

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder/Concessioaire is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. **Pact duration (Validity)**

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Developer 12 months after the initial/extended term. It expires for the Concessioaire/sub-contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2 That if any claim is made/lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the DoT.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. **Company Code of Conduct**
Bidders are also advised to have a company code of conduct (clearly rejecting the use of brides and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____________ on ________________

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Bidder/Concessionaire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Officer</td>
<td>CHIEF EXECUTIVE OFFICER</td>
</tr>
<tr>
<td>Designation</td>
<td>Witness</td>
</tr>
<tr>
<td>Deptt./ Ministry/ PSU</td>
<td>1. ____________________________</td>
</tr>
<tr>
<td>Witness</td>
<td>2. ____________________________</td>
</tr>
<tr>
<td>1. ____________________________</td>
<td></td>
</tr>
<tr>
<td>2. ____________________________</td>
<td></td>
</tr>
</tbody>
</table>

Annexure 1: Office Memorandum and corresponding Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure

Office Memorandum and corresponding Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs)
Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled ‘Fundamental principles of public buying’, has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi
Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annex I.

2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under Annex II.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner:

   a) In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualifying stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.

   b) If the tendering process has crossed the first exclusionary qualifying stage: If the qualified bidders include bidders from such countries, the
entire process shall be scrapped and initiated de novo. The de novo process shall adhere to the conditions prescribed in this Order.

c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
   a. to all Autonomous Bodies;
   b. to public sector banks and public sector financial institutions; and
   c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
   d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/undertakings.
   e. Union Territories, National Capital Territory of Delhi and all agencies/undertakings thereof

Definitions

6. “Bidder” for the purpose of this Order (including the term ‘tenderer’, ‘consultant’, ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

7. “Tender” for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

8. “Bidder from a country which shares a land border with India” for the purpose of this Order means
a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. “Beneficial owner” for the purpose of paragraph 8 above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. “Agent” for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of “contractor from a country which shares a land border with India” shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless until they are registered in accordance with this Order.
Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as Annex III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

(1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.

(2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.

(3) Secretary DPIIT with a request to initiate action as provided under Annex I

(4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi
Annex I: Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.

B. The Registration Committee shall have the following members*:

i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;

ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;

iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.

H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/public enterprises etc. but also for procurement by State Governments and their agencies/public enterprises etc. No fresh registration at the State level shall be required.
I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

L. Periodic reports on the acceptance/refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

*Note:

i. In respect of application of this Order to procurement by/under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/public enterprises etc.
Annex II: Special Cases

A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.

B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.

C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.

D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
Annex III

Model Clause /Certificate to be inserted in tenders etc.
(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares a land border with India” for the purpose of this Order means:
   a. An entity incorporated, established or registered in such a country; or
   b. A subsidiary of an entity incorporated, established or registered in such a country; or
   c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d. An entity whose beneficial owner is situated in such a country; or
   e. An Indian (or other) agent of such an entity; or
   f. A natural person who is a citizen of such a country; or
   g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

   Explanation—

   a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.”

Model Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the
Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for GeM:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

********

12/12
Request for Qualification and Proposal

For

Cluster 3 CLF and 4 CLF

Operation of
Private Stage Carriage Services

September 30, 2021

Part II – Draft Concession Agreement and Schedules to
Concession Agreement

Issued By

Transport Department
Government of National Capital Territory of
Delhi

Prepared by

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th floor, Block 1, Delhi Technology Park, Shastri Park,
Delhi – 110053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
DRAFT CONCESSION AGREEMENT

between

TRANSPORT DEPARTMENT,
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI (“GNCTD”)

and

______________________________________________________

(“Concessionaire”)

FOR OPERATION OF PRIVATE STAGE CARRIAGE SERVICES IN DELHI

Cluster No. ___ (type appropriate Cluster No.)

_______, ___, 20___
TABLE OF CONTENTS

ARTICLE 1 - Definitions and Interpretations

ARTICLE 2 - Concession

ARTICLE 3 - Operation of the Concession

ARTICLE 4 - Revenues

ARTICLE 5 - Obligations of DoT

ARTICLE 6 - Obligations of IM

ARTICLE 7 - Rights and Obligations of the Concessionaire

ARTICLE 8 – Service Level Requirements

ARTICLE 9 – Performance Security

ARTICLE 10 – Project Milestones and COD

ARTICLE 11 – Financing Arrangements

ARTICLE 12 – Employee Benefits, Health, Welfare and Safety

ARTICLE 13 – Safety and Security

ARTICLE 14 – Fare Collection System

ARTICLE 15 – Insurance

ARTICLE 16 – Force Majeure

ARTICLE 17 – Events of Default and Termination of the Concession

ARTICLE 18 - Representations, Warranties and Disclaimer

ARTICLE 19 – Handback

ARTICLE 20 – Indemnity and Liability

ARTICLE 21 – Personnel Under the Concessionaire

ARTICLE 22 – Dispute Resolution mechanism

ARTICLE 23 – Assignment, Charges and Sub-Contracting
ARTICLE 24 - Miscellaneous

**SCHEDULES**

<table>
<thead>
<tr>
<th>Schedule 1</th>
<th>Cluster Operations Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule 2</td>
<td>Specifications</td>
</tr>
<tr>
<td>Schedule 3</td>
<td>Operational Parameters, Monitoring and Performance Adjustments</td>
</tr>
<tr>
<td>Schedule 4</td>
<td>Substitution Agreement</td>
</tr>
<tr>
<td>Schedule 5</td>
<td>Payment of CYF</td>
</tr>
<tr>
<td>Schedule 6</td>
<td>Implementation Plan</td>
</tr>
<tr>
<td>Schedule 7</td>
<td>Performance Security</td>
</tr>
<tr>
<td>Schedule 8</td>
<td>Vesting Certificate</td>
</tr>
<tr>
<td>Schedule 9</td>
<td>Depot Details</td>
</tr>
<tr>
<td>Schedule 10</td>
<td>Change in Ownership</td>
</tr>
</tbody>
</table>
This Concession Agreement is mutually agreed and entered into on this ___ day of ______ (Month), 20___ at Delhi.

BETWEEN

The President of India, acting through the Secretary and Commissioner, Department of Transport, Government of National Capital Territory of Delhi, having its office at 5/9, Under Hill Road, Delhi – 110006 (hereinafter referred to as “DoT” which expression shall unless repugnant to the context or meaning hereof mean and include its successors and assigns) of the First Part;

AND

________________________________________ , a company duly incorporated under the provisions of the Companies Act, 2013 / a Scheduled Caste / Scheduled Tribe Co-operative Society registered under the Delhi Co-operative Societies Act, 2003¹ having its registered office at __________________________________ (hereinafter referred to as “the Concessionaire”, which expression shall unless repugnant to the context hereof mean and include the administrators, successors and permitted assigns) of the Second Part.

¹ To be suitably modified based on the type of Successful Bidder (Type 1/ Type 2 Qualified Bidder)
WHEREAS

A. As part of its ongoing efforts to provide a safer, more efficient, reliable and better quality public transport system for the benefit of commuters, GNCTD decided to redefine the scope of private sector in compliance with provisions of Motor Vehicles Act, 1988, Delhi Motor Vehicle Rules, 1993 and directions of the Hon’ble Courts.

B. GNCTD in its affidavit filed before the Hon’ble High Court of Delhi in Criminal Writ Petition No.878 of 2007 gave an undertaking that to improve the functioning of private stage carriage services in Delhi, GNCTD had commissioned a detailed scheme to improve the quality of private stage carriage services in Delhi.

C. GNCTD decided to introduce a new scheme for Operation of Private Stage Carriage Services (hereinafter referred as the “Scheme”) to replace the existing private stage carriage service scheme.

D. Existing Routes have been classified into Clusters as part of the Scheme. The Clusters were intimated to the public by way of public advertisements December 09, 2007 and through websites (www.transport.delhigovt.nic.in and www.dimts.org). Observations/ objections were solicited from the public, based on which suitable changes were incorporated and the Clusters were revised appropriately.

E. The Scheme envisages concurrent operation of Delhi Transport Corporation (DTC) and private operator in each Cluster under a Unified Time Table, subject to terms and conditions set out in the agreements to be signed for each Cluster.

F. Under the Scheme, all Clusters shall be part of a network for providing stage carriage (Stage Carriage) services for Delhi and the Scheme shall provide an optimized solution for deployment of resources in planning, scheduling of routes, utilization of assets through sharing of information while providing safe, comfortable and convenient services to the commuters.

Operation of Private Stage Carriage Services in Delhi was planned in terms of the Scheme (refer para 1.2.1 of Part I – Instructions to Bidders) with the services of Private Stage Carriage operators being sought for 17 Clusters. Based on availability of land for the depots and their location, the Clusters were reorganized by suitably regrouping the routes by minimizing dead mileage and with a view to improve operations efficiency and productivity in line with the Scheme objectives. Therefore the number of projects being bid out would exceed the number of Clusters as initially identified. Since the earlier Bids used the term Cluster also as a Bid package, this distinction has now become blurred due to aforesaid reasons. Therefore it is clarified that for the purpose of bidding and Concession Agreement, the word Cluster needs to be interpreted and understood as bid package or “Project”. The word Cluster and Project shall be used, interchangeably mutatis mutandis.
G. GNCTD vide Request for Qualification and Proposal (RFQP) Document dated _______ invited proposals from eligible entities for Cluster No. ____ (specify Cluster No.) for Operation of Stage Carriage Services. Based on the qualification requirements, applications were evaluated and those found eligible were shortlisted for evaluation of price proposal.

H. Consequent thereof and after due evaluation of the proposals received in response to the aforesaid RFQP Document, GNCTD has accepted the proposal submitted by ______________________ (name of Successful Bidder)² with respect to Cluster No. ______ and accordingly issued the Letter of Acceptance (LOA) No. ____________ dated ______ to ____________ (name of Successful Bidder) for the Project.

I. ³ The ________ (name of Successful Bidder) has promoted and incorporated the Concessionaire as a Limited Company to enter into this Concession Agreement pursuant to the LOA for undertaking, inter alia, the operation of Stage Carriage Services in Delhi and other obligations of the ________ (name of Successful Bidder) and has requested DoT to accept the Concessionaire as the entity which shall undertake and perform the obligations of the ________ (name of Successful Bidder) including the obligation to enter into this Concession Agreement.

J. ⁴DoT has agreed to the request of the ________ (name of Successful Bidder) and has accordingly agreed to enter into this binding Concession Agreement with DoT pursuant to the LOA for operation of Stage Carriage Services under this project.

K. ⁵The Concessionaire has also by its letter Ref. No. [------- ] dated [------- ] represented and confirmed to DoT that it has been promoted by the Successful Bidder i.e. [name of the Successful Bidder] for the purposes hereof and is held by the said Successful Bidder and joins by its said letter in the request of the said Successful Bidder to DoT to accept the Concessionaire as the entity which shall, inter alia, undertake and fulfill and perform the obligations of the Successful Bidder under the LOA including the obligation to enter into this Concession Agreement for the Project.

L. It is deemed necessary and expedient to enter into this Concession Agreement for, inter alia, procurement, operation and maintenance of the Stage Carriage Stage on the Cluster No. ____ (specify Cluster No.) and to record the terms, conditions and covenants of the Agreement between the Parties.

² To include names of all consortium members in case of a consortium
³ To be suitably modified depending on Type 1,2 Bidder
⁴ To be suitably modified depending on Type 1,2 Bidder
⁵ To be suitably modified depending on Type 1,2 Bidder
M. Amendments were issued to the draft Concession Agreement which was released as part of RFQP Document. This Concession Agreement has been amended to reflect the aforesaid changes to bring clarity, easier reading and understanding.

N. DoT has agreed to the said request of the Successful Bidder and the Concessionaire and has accordingly agreed to enter into this Concession Agreement with the Concessionaire pursuant to the LOA for the Project subject to and on the terms and conditions setforth in this Concession Agreement.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE COVENANTS, TERMS AND CONDITIONS SETFORTH HEREINAFTER, THE SUFFICIENCY AND ADEQUACY OF WHICH THE PARTIES HEREBY ACKNOWLEDGE, THIS AGREEMENT WITNESSETH AS FOLLOWS:-
## DEFINITIONS AND INTERPRETATIONS

Article 1

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

### 1.1 Definitions

“**AC Services**” means Stage Carriage Services provided by the Concessionaire, which are:

(a) part of UTT;
(b) serving 100% (hundred percent) of Duty Plan; and
(c) by the Stage Carriages having Equipment Specifications as set out in Schedule 2.

"**Additional Service**" means a Stage Carriage service which the Concessionaire will provide to DoT in accordance with the terms of this Agreement in addition to the Basic Services.

“**Agreement**” means this Concession Agreement including its Schedules and Annexures attached hereto, as of the date hereof or as may be amended or supplemented, from time to time, in accordance with the provisions hereto.

“**Applicable Laws**” includes any enactment, law, bye-law, rule, regulation, ordinance, scheme, notification, judgment, order, decree, injunction, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or any other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration or action having the force of law of any of the foregoing, by any government agency having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter including any amendment/ modification made therein from time to time.

“**Applicable Clearances or Approvals**” means all clearances, authorizations, licenses, consents and approvals as defined hereinafter, required to be obtained or maintained under or pursuant to Applicable Laws, in order to implement the Project during the subsistence of this Agreement.

“**Appointed Date**” means the date of this Agreement.

“**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.

“**Average Assured Annual Bus Kilometers**” means as defined in Part III- Cluster Design Data

“**Assured Annual Payment Amount**” means as defined in Schedule 5
“Assured Fleet Availability” means following and excludes reserves fleet: 100% on working days and 88% Sunday/holidays during the concession period on a shift basis. It will not include buses under police custody if exceeds more than 2% of fleet.

"Basic Services" means Stage Carriage Services provided by the Concessionaire, which are AC Services.

“Bid” means the documents in their entirety comprised in the bid submitted by the Concessionaire / Consortium in response to the RFQP in accordance with the provision thereof.

“Change in Equipment Specification” means modification, addition, and deletion in the Equipment Specification, based on written communication of DoT or IM from time to time.

“Change in Law” means the occurrence of any of the following, after the date of Bid:

(i) the enactment of any new Indian law;
(ii) the repeal, modification or re-enactment of any existing Indian law;
(iii) the commencement of any Indian Law which has not entered into effect until the date of Bid;
(iv) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
(v) any change in the rates of any of the Taxes that have a direct effect on the Project.

“Cluster” means the set of Routes as detailed in Schedule 1.

“Commencement Date” or “COD” means the date in terms of Schedule 6.

“Concession” shall have the meaning as assigned to it under clause 2.1

“Concessionaire Assets” means the assets used by the Concessionaire for the purpose of delivering Stage Carriage Services excluding GNCTD Infrastructure Facilities.

“Concession Period” means a period commencing from the Commencement Date and ending on Termination Date or Expiry.

"Conductor" in relation to a stage carriage, means a person engaged in collecting fares from passengers, regulating their entrance into, or exit from, the stage carriage and performing such other functions as may be prescribed.
“Consumer Price Index for Industrial Workers (CPI- IW) in Delhi” or “CPI” means Consumer Price Index Numbers for Industrial Workers (Base Year 2016 = 100), which measure a change over time in prices of a fixed basket of goods and services consumed by Industrial Workers, as are compiled and maintained by the Labour Bureau, Government of India. Applicable index for the purpose of this Agreement shall be index numbers as compiled for Industrial Workers in Delhi. The base value of CPI is 112 as on December 31, 2020 and shall be indexed, twice in a year on September 30 and March 31, in terms of index value reported in website www.labourbureau.nic.in published with a time lag of one month and shall include any index, which substitutes the CPI.

“Cure Period” means the period specified in this Agreement for curing any Material Breach or Event of Default of any provision of this Agreement by the Party responsible for such Material Breach or Event of Default.

“Consolidated Yearly Fare” or “CYF” means the annual fares to be charged by the Concessionaire for operation of Stage Carriage Services for a period of one year in terms of Schedule 1 – Cluster Operations Detail.

“Consolidated Year One Fare” or “CYOF” means the annual fare to be charged by the Concessionaire for operation of Stage Carriage Services for first year of operations and as bid by the (name of Successful Bidder) in terms of Schedule 1 – Cluster Operations Detail.

“DoT Collectibles” means collections made by DoT from:
(a) Fare collected and deposited in the Designated Account by the FCS Provider;
(b) payments collected and deposited in the Designated Account by IM from the sale of advertising rights on Stage Carriage Services; and
(c) any other sources.

“DTC” means Delhi Transport Corporation.

“Debt Due” means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding and payable to the Senior Lenders under the Financing Documents excluding working capital and Performance Bank Guarantee/Security:

(i) the principal amount of the debt excluding working capital and Performance Bank Guarantee/Security provided by the Senior Lenders under the Financing Documents for financing the Project (the “principal”) which is outstanding as on the Termination Date but excluding any part of the principal that had fallen due for repayment one year prior to the Termination Date unless such repayment had been rescheduled with the prior consent of DoT; and

(ii) all accrued interest, financing fees and charges payable on or in respect of the debt referred to in sub-clause (i) above upto the date preceding the
Termination Date but excluding (a) any interest, fees or charges that had fallen due one year prior to the Termination Date, and (b) penal interest or charges, payable under the Financing Documents to any Senior Lender.

“Depot” means land, buildings, structures and other facilities used by the Concessionaire in terms of Depot Agreement.

"Depot Agreement" means an agreement for the use of a Depot on license basis between DoT and the Concessionaire where such license allows the Concessionaire use of Depot for the purpose of parking, repair, maintenance, cleaning and office space required for providing Stage Carriage Services. Further such aforesaid agreement shall expressly deny the Concessionaire the right to sub-let, construct, alter or modify any part of the Depot without specific written prior approval of DoT, and such approval can be withheld or denied by DoT at DoT’s sole discretion, without providing any reason thereof for such decision of DoT.

“Dispute” means any dispute, difference or controversy between the parties of this agreement as provided in Clause 22.1.

“Dispute Resolution Procedure” means the procedure for Dispute resolution set forth in Article 22.

“Driver" means a person having valid Heavy Motor Vehicle Driving License and complying with other specific guidelines/regulations issued by the State Transport Authority, GNCTD such as Public Service Vehicle (PSV) Badge, etc.

"Driving License" means a license issued by a competent authority under the Motor Vehicles Act, 1988, authorizing a person to drive a Heavy Motor Vehicle.

“Duty Plan” means is the itinerary of each Stage Carriage for any operational day.

“Encumbrance” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cess, electricity, water and other utility charges and encroachments on GNCTD Infrastructure Facilities.

“End Date” means the respective date(s), as specified in Schedule 6, on which each of the Project Milestones is to be achieved by the Concessionaire in accordance with the terms of this Agreement.

“Equipment Specifications” means the specifications and standards relating to equipment required for the Project and to be provided, operated and maintained by the Concessionaire and as set forth in Schedule 2 and Schedule 2A.
“Equity” means the sum expressed in Indian Rupees representing the equity share capital and shall include the funds advanced by any member of the Consortium or by any of its shareholders to the Concessionaire for meeting the equity component of the Project.

“Designated Account” means an account which shall be opened and maintained as per the provisions of this Agreement with a nationalized bank or a scheduled commercial bank authorized to undertake government business in accordance with the provisions of this Agreement.

“Event of Default” means an event of default as defined in Clause 17.1.

“Expiry” means the expiry of the Concession at the end of ten (10) years from the Commencement Date.

“Expiry Date” means the date on which the Expiry of this Agreement occurs.

"Fare" means an amount payable by a passenger to the Conductor or FCS for Stage Carriage Services in accordance with the fare schedule notified by GNCTD and as applicable from time to time.

"Fare Collection System” or “FCS” means the ticketing system for the collection of Fares, or any other system by which it is replaced by DoT from time to time.

“FCS Provider” means the Person appointed by DoT for providing and managing FCS on behalf of DoT.

“Financing Documents” means the documents executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Project.

“Fine” means a penalty or monetary sum imposed as a penalty charged for violation of any rules/provisions and imposed, in accordance with the Permit Conditions or any other Applicable Law, by the State Transport Authority, GNCTD, police or any other government agency/ department, courts or any other Authority and does not include Performance Deductions envisaged in this Agreement.

“Fixed Deposit Receipts in lieu of Bank Guarantee” - In this Concession Agreement for performance of the Concessionaire guarantee/security is required to be submitted in the form of Bank Guarantee as part of Concessionaire’s obligation. FDR in line with GFR shall also be allowed for the purpose of submission of such Bank Guarantee. All provisions related to such security submitted vide Bank Guarantee shall apply mutatis mutandis to the such security submitted vide FDR.
“Force Majeure” or “Force Majeure Event” shall have the meaning ascribed thereto in Article 16.


“GNCTD Infrastructure Facilities” means the infrastructure facilities belonging to GNCTD, DTC or DoT as the case may be and licensed or authorized to be used by the Concessionaire for operation of Stage Carriage Services or where such infrastructure facilities are belonging to local authorities or local bodies DoT shall provide all reasonable assistance in obtaining permission for usage of facilities for the purpose of operation of Stage Carriage Services.

“GOI” means the Government of India.

“Good Industry Practice” means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and acting generally in accordance with the provisions of the Motor Vehicles Act, 1988 and which would be expected to result in the performance of its obligations by the Concessionaire and in the operation and maintenance of Private Stage Carriage Services in accordance with this Agreement, Applicable Laws, Applicable Clearances or Approvals, reliability, safety, environment protection, economy and efficiency.

“Government Instrumentality” means any department, division or sub-division of the government or the state government and includes any commission, board, authority agency or municipal and other local authority or statutory body including panchayat under the control of the government or the state government, as the case may be, and having jurisdiction over the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

"Idle Run" means to and fro journey undertaken by a Stage Carriage when not engaged in carriage of passengers and includes:

(a) a trip from a Depot to the point of origin of a Route;

(b) a trip from the point of destination of a Route to a Depot; and

(c) a trip from the point of destination of one Route to the point of origin of another as per schedule given by the IM or as per the specific instructions by the IM.

Idle Run excludes journeys performed for activities such as repairs, maintenance, road worthiness certification.
“IGAAP” means the Accounting Standards specified by The Institute of Chartered Accountants of India.

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 20.

“Indirect Political Event” shall have the meaning ascribed thereto in Article 16.

“Integrated Mechanism” or “IM” shall mean an agency appointed by DoT as the integrating mechanism, on its behalf, to manage and oversee the operations of the Project.

"Intellectual Property Rights" means any copyright, patents, design rights, trademarks, trade names, trade secrets, know how, and other forms of intellectual property rights, and includes any right to apply for registration of any of those rights.

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party.

“Material Breach” means a breach by a Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project or the other Party and which such Party shall have failed to cure.

“Non-Political Event” means the events as specified in Article 16.

"Non-working Day" means a day which is a Saturday, a Sunday or a public holiday in Delhi under the list of holidays issued by GNCTD from time to time.

"Owner" means a Person in whose name a Motor Vehicle stands registered, and where such person is a minor, the guardian of such minor, and in relation to a Motor Vehicle which is the subject of a hire-purchase agreement, or an agreement of lease or an agreement of hypothecation, the Person in possession of the vehicle under that agreement.

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the Parties to this Agreement individually.

“Pass” means a seasonal ticket issued by DoT/ DTC/ GNCTD/ IM.

“Person” means and includes natural person, partnership, firm, company, corporation, trusts, society or any other entity (whether or not having separate legal entity).
“Performance Adjustment” means the Performance Incentive or Performance Deduction.

“Performance Deduction” means the deduction recoverable from the Concessionaire for sub-optimal performance or non-compliance or non-performance as described in Schedule 3.

“Performance Incentive” means the incentive payable to the Concessionaire for better performance as described in Schedule 3.

“Performance Security” means the security given by the Concessionaire as per Article 9.

“Performance Standards” means the standard as provided in under Schedule 3.

“Permit” means a permit issued by appropriate authority in terms of The Motor Vehicles Act, 1988 authorising the use of a motor vehicle as a Public Service Vehicle.

“Permit Conditions” means the conditions imposed by the State Transport Authority, GNCTD under the Motor Vehicle Act, 1988 for operation of Stage Carriage services in Delhi and includes any subsequent amendments, modifications, revisions, thereof.

“Political Event” shall have the meaning ascribed thereto in Article 16.

“Project” means and includes development, investment, financing, operation, maintenance, management of Stage Carriage services in Cluster No. ____ (specify Cluster No.) including use of GNCTD Infrastructure Facilities.

“Project Agreements” means this Agreement, the Financing Documents, Supply and Annual Maintenance Contract, and any other agreements or material contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project;

“Project Milestones” means the milestones as described in Article 10.

"Project Milestone Certificate" means the certificate issued to the Concessionaire by IM and more particularly described in Article 10.

“Public Service Vehicle” means any motor vehicle used or adapted to be used for the carriage of passengers for hire or reward, and includes a maxicab, a motorcab, contract carriage, and stage carriage.

“Revenues” has the meaning as assigned to it under Article 4.
"Route" means a line of travel which specifies the area which may be traversed by a motor vehicle between one terminus and another and as may be specified by STA from time to time.

“Rs.” Or “Rupees” means the lawful currency of the Republic of India.

“Senior Lenders” means the financial institutions, banks, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Documents for meeting costs of all or any part of the Project and who hold pari passu charge on the Concession granted by this Agreement.

“Stage Carriage” means a motor vehicle constructed or adapted to carry more than six passengers excluding the driver for hire or just reward at separate fares paid by or for individual passengers, either for the whole journey or for stages of the journey and where a Permit has been issued in terms of Section 72 of The Motor Vehicles Act, 1988.

“Stage Carriage Services” mean services provided by the Concessionaire for carriage of passengers as part of the Project including the Basic Services.

“Statutory Auditor” means an independent, recognized and reputable firm of Chartered Accountants duly licensed to practice in India acting as independent statutory auditor of the Concessionaire under the provisions of the Companies Act, 2013 including any statutory modification or re-enactment or replacement thereof, for the time being in force.

“Subordinated Debt” means any borrowings by the Concessionaire subordinated to the financial assistance provided by the Senior Lenders for meeting the Project cost but does not include any interest thereon.

“Taxes” means any Indian taxes including Goods and Services Tax, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether GoI, GNCTD or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income.

"Trip" means one completed journey of Stage Carriage along any given Route for the purpose of delivering the Stage Carriage Services and during which it available for use by passengers and, for the removal of doubt:-
(a) one to and fro journey shall be two Trips;
(b) no part of an Idle Run is part of a Trip;
(c) if a Stage Carriage embarks on a Trip after completing an Idle Run, that Trip is to be treated as a separate Trip from any which preceded the Idle Run; and
(d) including AC Services.

“Termination” means early determination of this Agreement pursuant to Termination Notice.

“Termination Date” means the date on which this Agreement and the Concession is terminated.

“Termination Notice” means the communication issued in accordance with this Agreement by any one Party to the other Party terminating this Agreement.

“Termination Payment” means the amounts payable to the Concessionaire under this Agreement upon the Termination of this Agreement and shall consist of payments relating to Debt Due, Subordinated Debt and Equity, as the case may be, and such other amounts as are expressly provided for under this Agreement. Provided, however, that for purposes of determining Termination Payments to be made by DoT under this Agreement, the capital cost of the Project shall at all times be reckoned as the project cost incurred and duly certified by an independent auditor in terms of IGAAP.

"Ticket" means an instrument including a Pass in a form approved by the DoT which is purchased by a passenger for availing Stage Carriage Services.

"Ticket and Revenue Procedures Manual" means the document issued by IM, from time to time, which sets out procedures relating to the operation of the FCS and revenue reconciliation process.

“Unified Time Table” or “UTT” means the daily, weekly, monthly, yearly schedule for operation of Stage Carriages specifying the time and frequency for operation of DTC and the Concessionaire for Cluster No. _____ (specify Cluster No.) and revised from time to time.

"Working Day" means a day which is not a Saturday, a Sunday or a public holiday in Delhi under the list of holidays issued by GNCTD from time to time.

“WPI” means the wholesale price index published by the Ministry of Industry, GOI and shall include any index, which substitutes the WPI.

1.2 Interpretation

(a) The words importing singular shall include plural and vice versa, 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);
(b) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(c) the words "include" and "including" are to be construed without limitation;

(d) any reference to day, month or year shall mean a reference to a calendar day, 30 days or 365 days respectively;

(e) the Schedules to this Agreement form an integral part of this Agreement as though herein specifically set forth and produced. In case of any discrepancy between the Schedule and the body of the Agreement, the latter shall prevail.

(f) any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of DoT hereunder or pursuant hereto in any manner whatsoever;

(g) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;

(h) any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;

(i) 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;

(j) references to Indian law shall include the laws, acts, ordinances, rules, regulations, or bye laws which have the force of law in any State or Union Territory forming part of the Union of India;

(k) terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein and the terms and words defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;

(l) any reference to any period of time shall mean a reference to that according to Indian Standard Time; any reference to day shall mean a reference to a calendar day; and

(m) the damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed
genuine pre-estimated loss and damage likely to be suffered and incurred by
the Party entitled to receive the same and are not by way of penalty.

1.3 Priority of contract documents and errors/discrepancies

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

a) between Clauses of this Agreement, the provisions of the specific clause
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 as
otherwise expressly set forth in the Clause.

c) Between Schedules of this Agreement, the provisions of the specific Schedule
relevant to the issue under consideration shall prevail over those in other
Schedules.

d) Between any value written in numerals and that in words, the latter shall
prevail.

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

a) This Agreement;
b) Schedules to the Agreement;
c) LOA issued to the Successful Bidder;
d) Acknowledgment of LOA by the Successful Bidder;
e) Written addenda to the RFQP;
f) The RFQP;
g) Written clarifications issued to the Bidders;
h) The Successful Bidder’s Bid

Concession

Article 2

2.1 Subject to and in accordance with terms and conditions set forth in the Agreement
and in consideration of the CYF to accrue to the Concessionaire for the Stage
Carriage Services agreed to be provided by the Concessionaire, DoT grants
Concession to the Concessionaire and the Concessionaire hereby accepts the
Concession for a period of ten (10) years commencing from the Commencement
Date, including the right, license and authority during the subsistence of this
Agreement to implement the Project.

2.2 Subject to and in accordance with the terms and conditions set forth in this
Agreement, the Concession hereby granted shall entitle the Concessionaire to enjoy,
and oblige the Concessionaire to undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Clearances or Approvals:

(a) to implement the Project during the Concession Period;

(b) to use the GNCTD Infrastructure Facilities;

(c) perform and fulfill all of the Concessionaire’s obligations under this Agreement;

(d) bear and pay all expenses, costs and charges incurred in the fulfillment of all the Concessionaire’s obligations under this Agreement;

(e) undertake any other services, activities which are incidental to or required to be undertaken for providing Stage Carriage Services; and

(f) do all such other and further acts, deeds, things and provide all such services as are incidental to or necessary or required for undertaking and completing the Project and performing and fulfilling all of its obligations under the Agreement including provision of Stage Carriage Services pursuant to the Agreement.

2.3 DoT and the Concessionaire agree that:

(a) important factors that impact on the capacity of a public transport service to attract customer are:

   (i) its reliability; and
   (ii) the quality of the amenities it provides; and
   (iii) safety of passengers and road users;

which objectives the Concessionaire shall endeavor to achieve;

(b) more the customers are attracted by a public transport service, for which DoT is responsible:

   (i) the better the service contributes to the achievement of the DoT's objectives; and
   (ii) the more revenue DoT derives from the operation of the service;

(c) conversely if the standard of the reliability or quality of amenity declines, the DoT will suffer loss of revenue and the failure of its objectives in providing the service;

(d) therefore whenever the Concessionaire either:

   (i) does not provide a Trip in accordance with the UTT; or
   (ii) uses a Stage Carriage which does not comply with the standards required by this Agreement,
DoT will be exposed to loss;

(e) it will be extremely difficult to determine precisely the extent of the loss or to quantify it;

(f) each of the amounts to be deducted under Performance Deduction represents a genuine, fair and reasonable estimate by the Parties of the actual loss or damage which DoT would sustain as a consequence of the breach giving rise to the DoT's right to deduct the amount;

(g) each of the amounts to be paid out as Performance Incentive represents a genuine, fair and reasonable estimate by the Parties of the actual benefit accruing to DoT, as a consequence of improved reliability and quality of services rendered;

(h) the amounts to be deducted under the Performance Deduction are not and must not be construed as penalties for the purposes of any rule of law or equity;

and

(i) DoT and the Concessionaire are both negotiating and contracting at arms-length, having equal bargaining power, possessing relevant experience and expertise and having had access to independent legal, accounting, financial, economic and other professional advice in relation to their rights and obligations under this Agreement.

2.4 The Services

2.4.1 The Concessionaire:

(a) shall provide the Stage Carriage Services in accordance with this Agreement;

(b) acknowledges that it has sufficient information about the Project including but not limited to project requirements, equipment and their vendors, operational requirements related to the Project, service standards, Specifications, performance measurements parameters and the resultant deductions or incentive thereof, statutory requirements and specific/ general laws in relation to this Project and that it has made all appropriate and necessary enquiries to enable it to perform the Stage Carriage Services in accordance with this Agreement;

(c) shall neither be entitled to any additional payment nor excused from any obligation other than as specifically provided under this Agreement or liability under the Agreement due to any misinterpretation or misunderstanding by the
Concessionaire of any fact relating to the Project or otherwise to this Agreement;

(d) shall comply with all lawful and reasonable directions of the DoT or IM relating to its performance of the Stage Carriage Services; and

(e) shall raise finances for the Project at its own risk.

2.5 Notwithstanding anything to the contrary in this Agreement, the DoT discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement;

2.6 The Concessionaire shall provide the Stage Carriage Services:

(a) with the high degree of skill, care and diligence normally exercised by professional firms or by highly skilled and experienced Concessionaires providing services of a similar scope, type and complexity to the Stage Carriage Services and with sufficient resources including project management resources;

(b) in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and

(c) in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.

2.7 DoT reserves the right at its option to extend this Concession Agreement by a further period or periods up to two (2) years by notifying the Concessionaire at least one month prior to the expiry of the period specified in clause 2.1.

2.8 Variations

2.8.1 DoT may vary this Concession Agreement with the written consent of the Concessionaire save where this Concession Agreement provides that variation or adjustments may be made by DoT and the consent of the Concessionaire is not expressly required in which case DoT may vary this Concession Agreement unilaterally on giving written notice to the Concessionaire.

2.8.2 A variation shall take effect:

(a) from the date specified by DoT in the written notice to the Concessionaire where the Concessionaire's written consent to the variation is not required;

(b) from the date agreed by DoT and the Concessionaire where the Concessionaire's written consent is required; or

(c) forthwith where no date is specified.
OPERATION OF THE CONCESSION

3.1 Routes and Schedules

3.1.1 The Parties agree that the DoT shall have the exclusive right to determine Routes, frequency and schedules of the Buses as part of UTT through the Contract Period. The DoT shall provide the routes for Operation (the “Operational Routes”). The Concessionaire shall only ply Buses on the Operational Routes, unless directed otherwise by the DoT. For the avoidance of doubt, it is clarified that the DoT may amend the Operational Routes with prior notice to the Concessionaire. Provided further that if the DoT amends the Operational Routes pursuant to this Clause 3.1.1, there shall be no reduction in the Average Assured Annual Bus Kilometers.

3.1.2 In the event the Concessionaire makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the UTT or without specific instructions of DoT in relation thereof, it shall be liable for payment of Damages at the rate of 0.01% of the Performance Security.

3.1.3 The DoT may after due notification to the Concessionaire, change the route(s)/ frequency/ schedule of the Buses due to any reason whatsoever including but not limited to passenger feedback, special circumstances, festivals and seasonal requirements. In case the DoT makes any such change(s), it shall notify the Concessionaire in writing 5 (five) days prior to implementation of such change.

3.1.4 Unless directed by the DoT, the Concessionaire shall maintain the frequency of the Buses as specified in the UTT.

3.1.5 The actual hours of operations in a day are specified in the UTT. The Parties agree that the hours of operation may be segregated into peak hours and off peak hours of operation.

3.1.6 In the event there is a need for change in route of Bus, the Concessionaire shall inform the control Centre for monitoring of all activities (“Control Centre”) about it and the same shall be tallied with the change in route length measured by ITS (“Intelligent Transport Systems”) or Odometer reading at the end point of the route and the distance so measured shall be reckoned for the purpose of making payment to the Concessionaire.

3.1.7 Stage Carriage Services as part of the Project shall, in usual course, be provided in the Cluster; however, DoT reserves the right to add, delete or modify any city route in Delhi with 20% flexibility or limited service trips from time to time having regard to public transportation requirements

3.2 Without prejudice to anything contained in this Agreement the Parties in general and the Concessionaire in particular agree and undertake to enter into and execute any/all
such supplemental and ancillary agreement which the Parties deem expeditious and/or which in the opinion of DoT/IM is required and necessary for the purposes of a smooth operation of services under this Agreement.

**REVENUES**

**Article 4**

4.1 Sources of Revenues to the Concessionaire for providing volume of Basic Services shall be based on CYF, Performance Adjustment, incremental Stage Carriage Services provided as Additional Services.

4.2 Payment of CYF shall be released to the Concessionaire by IM for and on behalf of DoT in terms of Schedule 5. Payment of CYF for first year shall be made based on the consolidated year one fare (“Consolidated Year One Fare” or “CYOF”) in terms of details set out in Schedule 5. Payment of CYF for second to tenth year shall be made on similar lines as set out in Schedule 5 for CYOF. Actual release of monies to the Concessionaire shall be made on Payment Month basis as detailed out in Schedule 5.

4.3 Concessionaire agrees and confirms that revenue from Fare, Pass and fines from passengers for use of Basic Services and Additional Services as part of Stage Carriage Services shall be collected by DoT, or any agency authorized by it, and shall be retained by DoT in the Designated Account. **DoT shall have the right to permit advertisement for licence fee on the Stage Carriages and all such receipts/amount collected/received shall be retained by DoT.** The Concessionaire’s claim on payment for Basic Services rendered shall be regulated under Clause 4.1.

4.4 Deleted

4.5 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Concessionaire, the same may be deducted from any sum then due or which at any time thereafter may become due to the Concessionaire under this Agreement.

4.6 At the end of each completed year of operations from COD, for the Un-utilized Components of CYF, DoT shall make payment equal to 50% of the charges in terms of Schedule 5.

4.7 Performance Adjustment, excluding on account of Accidents as set out in Schedule 3, shall not be applied for the initial three months from the commencement of each Route. Based on feedback during this period, UTT and Performance Adjustments may be revised at the sole discretion of DoT acting on recommendation of IM.

4.8 **CYF Variation for Change in Law**

(a) Where, a Change in Law condition leads to proven increase in cost to the Concessionaire that:
(i) could not have been foreseen at the time when this Agreement was being negotiated;
(ii) could not reasonably have been avoided by good management practice; and
(iii) is not expressly or by implication accommodated by the way in which the CYF is constructed,

the Concessionaire is entitled to have the CYF amended to recoup its reasonable compliance costs. The adjustment in CYF shall not exceed the increase in cost that was proved by the Concessionaire to the satisfaction of DoT.

(b) Where, a Change in Law condition leading to proven decrease in cost to the Concessionaire that:

(i) could not have been foreseen at the time when this Agreement was being negotiated; and
(ii) is not expressly or by implication accommodated by the way in which the CYF is constructed,

DoT is entitled to have the CYF amended so as to reduce it by an amount by which the Concessionaire’s costs of providing the services ought reasonably to be reduced.

(c) CYF variation due to Change in Law set out in 4.8(a) and 4.8 (b) shall be considered only where the impact is at least 2% of the CYF.

4.9 The performance deductions for not meeting the service level obligations are capped at 10% of CYF. For the purpose of determining the aforementioned cap, performance deductions for the following will not be considered:

a. failure to meet Assured Fleet Availability for any reasons attributable to the Concessionaire, and
b. fatal accidents and over speeding

Note: Additional damages for not meeting Assured Fleet Availability and road safety parameters (fatal accident & over speed) in terms of Schedule 3 will be over and above the aforementioned cap of 10% towards Performance Deduction.

OBLIGATIONS OF DoT

Article 5

5.1 DoT agrees to observe, comply and perform the following:
(a) ensure peaceful enjoyment of the Concession by the Concessionaire during the
tenure of the Concession subject to the terms and conditions of this Agreement;

(b) manage and enforce UTT, more explained in Schedule 1 and subject to
conditions set out in Clause 5.2;

(c) make timely payment of CYF and make payments for Additional Services (if
applicable, for Goods and Services Tax (GST) and any other cess/taxes ), and
for this purpose agrees to:

(i) open a Designated Account;
(ii) with an initial amount equal to three months of CYOF to be deposited in
the Designated Account; and
(iii) maintain the Designated Account equal to estimated CYF for three months
to top-up the difference between DoT Collectibles and CYF in terms of
this Agreement by making regular quarterly replenishments (“Top-up
Payments”).

(d) provide all reasonable assistance in obtaining and renewing Permits for Stage
Carriages to the Concessionaire by the State Transport Authority (STA);

(e) make available GNCTD Infrastructure Facilities (inclusive of extended parking
at bus terminals / parking lots) to the Concessionaire for performing his
obligations under the Agreement;

(f) provide following facilities to the Concessionaire :
   (i) Bus depot upon Concessionaire making a payment of Rs. 90,000/- per
year increased at the rate of 10% at the end of each year per Stage Carriage
on the actual number of buses registered and covered under the Stage
Carriage permits in a Cluster including the reserve fleet;
   (ii) passenger facility charges upon Concessionaire making a payment of Rs.
10,000/- per Stage Carriage per month on the actual number of buses
registered and covered under the stage carriage permits in a Cluster
including the reserve fleet, where any change in charge for the aforesaid
shall paid for/payable to DoT;
   (iii) deleted;
   (iv) On-board Equipment at free of cost except available in standard fitment
as a part of bus specification.
   However, the DoT shall be liable for the payment of entry fees (inclusive
of applicable taxes) at ISBTs during the Concession Period.

(g) evaluate recommendations of the IM and if satisfied, make necessary changes
to UTT and notify such changes;

5.2 UTT
(a) UTT may be revised from time to time by way of (i) addition/ reduction in the Trips (ii) changes in travel time per Trip, (iii) No. of Trips and (iv) other such changes, revisions, modifications, amendments.

(b) In cases where in the opinion of DoT /IM on a specific Route or a group of Routes, on time performance cannot be maintained due to worsening traffic conditions or for other reasons such as construction work, on behalf of DoT, IM may temporarily adjust the UTT to accommodate such systemic changes and shall forthwith inform DoT for its approval. In the aforesaid cases, public sector comparator of DTC may be used by DoT to evaluate such conditions.

(c) Performance Adjustments made before the revision of UTT in terms of Clause 5.2 (a) and 5.2 (b) shall not be refunded.

(d) Due to easing of traffic conditions such as BRT, flyover/ underpass construction, traffic management systems such as synchronized signal free movement on trunk corridors, on recommendation of DoT has the right to (i) revise the schedule by reducing the total travel time, or (ii) implement revised on-time performance standards for specific routes.

(e) The Concession awarded will co-exist with Delhi Transport Corporation and other modes of transportation like metro rail, mono rail, light rail etc. in the present or to be introduced in future and accordingly may require revision in the UTT. This circumstance is declared expressly known to the Concessionaire and the Concessionaire unconditionally accepts and acknowledges the same.

(f) Notwithstanding anything to the contrary contained herein, the Parties agree that any amendment to the Operational Routes or the UTT shall not reduce the Average Assured Annual Bus Kilometers.
OBLIGATIONS OF IM

6.1 The Integrated Mechanism, shall, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, have the obligation to:

(a) monitor compliance of the prescribed Specification in terms of Schedule 2 and Schedule 2A by the Concessionaire;

(b) ensure compliance of the Performance Standards in terms of Schedule 3 by the Concessionaire;

(c) process and apply Performance Adjustments in terms of Schedule 3 on the Concessionaire;

(d) direct the Concessionaire to display information and Delhi Transit logo in terms of instructions issued by IM to Concessionaire from time to time and in terms of locations identified in Schedule 2;

(e) direct the Concessionaire on behalf of DoT to operate Additional Services subject to availability of reserve fleet;

(f) direct the Concessionaire on behalf of DoT to operate Trips in terms of revisions made in UTT in consultation with DoT;

(g) recommend to STA/DoT termination / suspension of the Concession on occurrence of Concessionaire’s Event of Default in terms of the Agreement;

(h) undertake changes in Specifications for altering, deleting, modifying Specifications in consultation with DoT and thereupon direct the Concessionaire to implement the same;

(i) collect data, undertake analysis and monitor Stage Carriage Services within and across Clusters;

(j) monitor operations of Stage Carriage Services in accordance with UTT/ prescribed schedules;

(k) recommend changes in UTT based on traffic conditions, route rationalization, demand etc.;

(l) generate revenues from advertising on board the Stage Carriages after taking approval of DoT, including outside and inside of the Stage Carriages and deposit the same in the Designated Account; and

(m) manage such facilities necessary to discharge its obligations.
6.2 The Integrated Mechanism shall meet costs associated towards operation, monitoring and management of Scheme. DoT shall make payment as agreed from time to time by DoT from DoT Collectibles to IM on monthly basis within three Working Days of the succeeding month.

**RIGHTS AND OBLIGATIONS OF THE CONCESSIONAIRE**  
**Article 7**

7.1 The Concessionaire shall, subject to and in terms of this Agreement, have the right to:

(a) operate Stage Carriage Services in terms of this Agreement;

(b) raise claim and receive CYF for the volume of Stage Carriage Services and subject to Performance Adjustment and incremental Stage Carriage Services provided as Additional Services in terms of timelines set out in Schedule 5; and

(c) use the GNCTD Infrastructure Facilities for the Project subject to payment as applicable.

7.2 The Concessionaire shall at its own risk and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, have the obligation to:

7.2.1 **Statutory Obligations**

(a) comply with the provisions of the Motor Vehicles Act, 1988 and the Rules made thereunder for providing Stage Carriage Services;

(b) obtain Permit and abide by Permit conditions and any amendment(s) thereof for providing Stage Carriage Services;

(c) ensure that relevant application for renewal of Permits is submitted to STA to ensure continued and uninterrupted Stage Carriage Services;

(d) make, or cause to be made, necessary applications to the relevant Governmental Agencies with such particulars and details, as may be necessary for obtaining all Applicable Clearances or Approvals, and obtain such Applicable Clearances or Approvals in conformity with the Applicable Laws and be in compliance thereof at all times during the Concession Period;

(e) be responsible for making all the statutory payments with respect to Applicable Laws including laws dealing with labour. Neither DoT nor IM shall be responsible for any liability of the Concessionaire towards the statutory payments to the persons working under them or any other statutory payment;
(f) be liable for any claim arising from the accident be it loss of life or limb, damage, or loss caused during the operation of the Stage Carriage Services. Neither DoT nor IM shall be responsible for any claim including the claim made in connection with the injuries or loss of life sustained by passengers or other road users;

(g) release and indemnify DoT and IM, their employees, agents and contractors from and against all liability for death or personal injury, loss of or damage to property (including property belonging to DoT or for which it is responsible and including GNCTD Infrastructure Facilities) and any other loss, damage, cost and/or expense which may arise out of or in the course of or by reason of the performance or non-performance of this Agreement by the Concessionaire, its employees or agents whether such injury, loss, damage, cost and/or expense be caused by negligence or otherwise provided always that the Concessionaire shall not be liable to indemnify DoT and IM for any injury, loss, damage, cost and/or expense to the extent that the negligence of DoT or IM, their employees, agents or contractors is shown to have contributed to the said injury, loss, damage, cost and/or expense;

(h) obtain and maintain in force, on and from the Appointed Date, all insurance of an adequate level in accordance with the provisions of this Agreement and Good Industry Practice;

### 7.2.2 Operational Obligations

(a) furnish and maintain the Performance Security in terms of Article 9;

(b) undertake at its own risk all activities related to development, investment, financing, operation, maintenance, management of Stage Carriage Services in Cluster No. ___ (specify Cluster No.) for the purpose of this Agreement and introduce Stage Carriage Services in terms of Schedule 6;

(c) comply with UTT and provide Trips in terms of details set out in Cluster operations Detail in Schedule 1 except in case of temporary emergency which the Concessionaire shall notify to IM without delay, of the nature of emergency, its likely duration and proposals for arrangements to deal with the same as soon as is practical in the circumstances;

(d) comply with the requirements set out in Schedule 1 in terms of Routes and other provisions;

(e) comply with the Specification in terms of Schedule 2 and Schedule 2A;

(f) comply with Performance Standards in terms of Schedule 3;

(g) to operate Additional Services subject to availability of reserve fleet;
(h) to operate Trips based on revisions made in UTT;

(i) ensure safety and security of various equipment installed on the Stage Carriage by DoT/IM or any other agency nominated by DoT/IM such as equipment related to FCS, AVTMPS (hereinafter referred as “On-board Equipment”);

(j) to follow instructions of DoT/IM to ensure functioning of all On-board Equipment;

(k) provide necessary supports, brackets, electrical connections for installation of equipment related to FCS and other On-board Equipment;

(l) induct Stage Carriage only upon installation of On-board Equipment, unless otherwise explicitly permitted or specified by DoT or IM;

(m) provide access to and assist operations of On-board Equipment;

(n) provide access, support and assist IM staff or agency appointed by IM for undertaking various activities for displaying advertisements on the Stage Carriage provided such activities do not interfere with the operations of the Stage Carriages;

(o) comply with processes and procedures for installation, operation, maintenance and management of FCS based on instructions of IM and Ticket and Revenue Procedures Manual;

(p) pick up and drop passengers on all designated Stage Carriage stops and not unreasonably deny entry or exit to any passenger;

(q) provide all necessary assistance to Persons with Special Needs;

(r) operate Additional Services upon express written/fax/electronic instructions of IM;

(s) provide access and reasonable assistance to DoT, IM, On-board Equipment operator/s, FCS Agent/s, their agents and representatives such as ticket collector, ticket checker, conductor or such persons for the performance of their duties and services;

(t) to display information and “Delhi Transit” logo or any other logo approved by DoT in terms of instructions issued by IM to Concessionaire from time to time and in terms of locations identified in Schedule 2;

(u) to operate all the Stage Carriage bus under the trade mark “Delhi Transit” or any other brand as approved by DoT and permit the accrual of royalty in relation thereof to DoT/IM;
(v) employ/ arrange necessary manpower for meeting Project requirements and ensure that the personnel so deployed are qualified and competent to undertake the assigned tasks, follow the instructions issued to them and adopt relevant code of practice and conduct by IM/DoT as applicable;

(w) take all reasonable precautions for the prevention of accidents in the operation of the Project and provide all reasonable assistance and emergency medical aid to accident victims;

(x) ensure necessary infrastructure including posting personnel for strict compliance of Performance Standards;

(y) maintain a complete and correct set of records pertaining to all activities relating to the performance of the Stage Carriage Services and the Concessionaire’s obligations under this Agreement and all transactions entered into by the Concessionaire for the purposes of the this Agreement (including data where such records are material to the calculation to the Performance Standards, project monitoring and payment. ("Records"). The aforesaid shall be maintained during the Term and for a period of not less than four (4) years from expiry of this Agreement ("Retention Period") or handed over to DoT in case of Termination;

(z) give all reasonable assistance to the DoT / IM or its nominee in conducting inspection of Records during the Retention Period, including making available documents and staff for interview;

(aa) where DoT is bound by a court’s decision, law or act including Right to Information Act, provide all necessary assistance to DoT;

(bb) for Basic Services, where required by DoT or IM, the driver of the Stage Carriage to issue Tickets provided by DoT/ IM to the passengers and deposit the Fare so collected along with detailed account with IM within the time specified by IM;

(cc) undertake all activities related to additional facilities such as Depots, running of Stage Carriages from Depot to the origin/ destination in a Route, checking of Stage Carriages for obtaining Permit/ road worthiness testing etc.;

(dd) enter into suitable agreement with DoT for the purpose of obtaining Depot;

(ee) Follow all directions given by IM and DoT as per the terms of this Agreement for efficient operation and maintenance of the Project;

(ff) notify IM within 14 days of any changes to the Concessionaire’s directors, senior management and key personnel involved in the Project; and

(gg) The Concessionaire shall follow all directions given by IM as per the terms of
this Agreement for efficient operation and maintenance of the Project.

(hh) The Concessionaire shall be responsible for refurbishment of Stage Carriages in show-room condition with completion of all missing components, reconditioning of major aggregates/assemblies/sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats etc. after completion of five years from date of registration of each Stage Carriage. However, the said refurbishment of Stage Carriages is required to be completed within a window of one year i.e. before completion of sixth year of date of registration of each Stage Carriage.

7.2.3 Administrative Obligations

(a) ensure compliance of the instructions, as and when issued by DoT and/or IM, in relation to the operation, security, safety, quality and functionality of Stage Carriage Service under this Project by its employees, contractors, agents or dependents;

(b) to submit relevant information sought by IM such as daily number of trips, time schedules of each Stage Carriage on daily basis, personnel data including biometric records or details of Drivers and other specific persons involved in operations;

(c) provide access to documents and information in relation to operation of Stage Carriages and all information adjunct to it upon demand at all time by IM;

(d) agrees to the undisputed and exclusive ownership of the trade mark ‘Delhi Transit” and the Intellectual Property Rights acquired by IM in respect thereof and not to assign or allow the use, in any manner or purpose whatsoever, of the same;

(e) to ensure the shareholding/composition of the Concessionaire in terms of Schedule 10.

(f) accepts and allows DoT alongwith FCS Provider or its authorized agency to collect and deposit the Fare in the Designated Account;

(g) to provide all necessary and reasonable assistance to IM as it may require for performance of its duties and services;
(h) agrees that DoT and IM shall have the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action; and

(i) to make all reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Concessionaire’s obligations under this Agreement.

7.2.4 General Obligations

(a) investigate, study, design, engineer, finance, procure, develop, construct, operate, maintain and manage the Project in accordance with the provisions hereof;

(b) comply with all Applicable Clearances or Approvals and Applicable Laws in the performance of the Concessionaire’s obligations under this Agreement including those being performed by any of the contractors;

(c) procure and maintain in full force and effect, as required, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;

(d) to abide by the timelines towards Project Milestones set out in Article 10;

(e) agrees to make payments set out in this Agreement for a delay in achieving the various milestones as specified in Article 10;

(f) make such financing arrangement as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner;

(g) prepare and submit with reasonable promptness and in such sequence as is consistent with the Project Milestones, mobilization and project plan to IM for review and incorporate such comments received;

(h) provide all assistance to DoT and IM as it may require for the performance of its duties and services;

(i) provide reports to DoT and IM on regular basis, during the Concession Period in the form and manner set forth in this Agreement or prescribed from time to time;

(j) obtain and maintain in force, on and from the Appointed Date all insurance in accordance with the provisions of this Agreement and Good Industry Practice;

(k) ensure and procure that all agreements signed with the contractors, suppliers and agencies deployed for the Project contain provisions that entitle DoT to
step into such agreement in its discretion in place and substitution of the
Concessionaire in the event of Termination of this Agreement on account of
default or breach by the Concessionaire;

(l) appoint, supervise, monitor, control and be liable for the activities of
contractors, suppliers and agencies deployed for the Project under their
respective agreements as may be necessary;

(m) make reasonable efforts to maintain harmony and good industrial relations
among the personnel employed in connection with the performance of its
obligations under this Agreement and shall be solely responsible for
compliance with all labour laws as Principal Employer and solely liable for all
possible claims and employment related liabilities of its staff employed in
relation with the Project and hereby indemnifies DoT and/or IM against any
claims, damages, expenses or losses in this regard and that in no case and shall
for no purpose shall DoT and/or IM be treated as employer in this regard;

(n) not to place or create and nor permit any contractor or other person claiming
through or under the Concessionaire to create or place any Encumbrance or
security interest over all or any part of or on any rights or interest of DoT under
this Agreement, save and except as expressly set forth in this Agreement;

(o) make its own arrangements for the engagement of the employees and labour
engaged for execution of the Project.

(p) employ adequate number of appropriately qualified, skilled and experienced
persons in order to execute the Project. IM and/or DoT may require the
Concessionaire to remove any person employed on the Project and the
Concessionaire shall in such cases appoint suitable replacement/s immediately.

(q) provide and maintain all necessary safety, health and welfare facilities for its
staff and employees.

(r) be responsible for security, environment and safety, soundness and durability
and quality of the equipment used for providing Stage Carriage Services;

(s) upon receipt of a request thereof, afford access to the Stage Carriages and other
infrastructure facilities such as Depot to the authorised representatives of DoT
and/or IM, Lenders for the purpose of ascertaining compliance with the terms,
covenants and conditions of this Agreement and to any government agency
having jurisdiction over the Project, including those concerned with safety,
security or environmental protection to inspect the Project and to investigate
any matter within their authority and upon reasonable notice, the
Concessionaire shall provide to such persons assistance reasonably required to
carry out their respective duties and functions with minimum disruption to the
operation, management and maintenance of the Project consistent with the
purpose for which such persons have gained such access to the Project;
(t) indemnify and hold harmless DoT and/or IM and their employees from and against all actions, suits, claims, damages, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Concessionaire in connection with the performance of its obligations under this Agreement or any activity incidental thereto.

(u) in all matters arising in the performance of this Agreement, comply with, give all notices under, and pay all fees required by, the provisions of any national or state statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the Project.

(v) effective from the Appointed Date, pay in terms of Applicable Laws all stamp duties and other applicable taxes, fees, levies and cess in respect of the Project;

(w) replace or reimburse all costs associated with replacement / repair of On-board Equipment, where such damage/lost/theft is due to negligence of the Concessionaire and where such equipment are replaced by DoT/IM/ its agencies, the Concessionaire shall pay at 1.25 times the cost for replacement/repair.

(x) The Concessionaire shall submit to the DoT and/or the IM the drafts of all Project Agreements, or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the 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 no review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

<table>
<thead>
<tr>
<th>SERVICE LEVEL REQUIREMENTS</th>
<th>Article 8</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8.1</strong> The Concessionaire shall provide to IM, the reports described in Schedule 3 at the times specified in that Schedule and must promptly provide to IM any other information reasonably required by the IM to monitor the Concessionaire’s performance.</td>
<td></td>
</tr>
<tr>
<td><strong>8.2</strong> Repeated Failure to meet Performance Standards</td>
<td></td>
</tr>
</tbody>
</table>
If the Concessionaire fails to meet any Performance Standards, due to which Performance Adjustment exceeds 15% in two consecutive months, or it is found that the Performance Standards declines by more than 50% on any day, the Concessionaire must, at no additional cost to DoT/IM:

(a) inquire into the underlying causes of the failure to meet the Performance Benchmark (which underlying causes are the “Performance Problem”);

(b) prepare a report which identifies and addresses the Performance Problem and deliver it to IM within 10 working days or earlier, as may be decided by IM; and

(c) on being required by IM take whatever action is reasonably necessary to minimise the impact of the Performance Problem and immediately take that action;

(d) correct the Performance Problem and from then on meet the Performance Standards.

The aforesaid does not restrict the right of IM to impose repeated Performance Deductions till the failure on part of the Concessionaire is rectified.

8.3 **Continued Breach of Performance Standards**

8.3.1 In the event that the Concessionaire fails to meet the Performance Standards due to which Performance Adjustment exceeds 25% of the CYF for any two consecutive months or 15% of the CYF in any four immediately preceding twelve months period, IM may issue a notice to that effect specifying the breach and direct the Concessionaire to cure the breach.

8.3.2 Where the Concessionaire has failed to cure the breach within the Cure Period of 30 days, DoT shall, without prejudice to any of its other rights and/or remedies under this Agreement, be entitled to issue the Termination Notice for Concessionaire’s Event of Default and in addition may request any other Person to take over the Project, however, such request shall be in terms of the Substitution Agreement.

8.3.3 The Concessionaire shall be deemed to be in Material Breach of the Performance Standards, if DoT/IM acting reasonably and in accordance with the provisions of this Agreement has determined that:

(a) the quality of the services has deteriorated to a level which is below the acceptance level prescribed by the Performance Standards;

(b) there has been a serious or persistent failure to adhere to safety requirements or Performance Standards.

8.3.4 Upon occurrence of a Material Breach of the Performance Standards, DoT shall be entitled, without prejudice to and notwithstanding any other consequences provided
therefore under this Agreement, to terminate the Concession Agreement in accordance with Article 17.

8.4 Review of Performance Standards

8.4.1 The Parties and IM must meet periodically and at least annually to review the Performance Standards (subject to not impacting on financial implications) and in good faith, negotiate adjustments, deletions or additions that are appropriate to ensure that the Performance Standards are appropriate to measure the Concessionaire’s performance in line with Good Industry Practice. The following rules apply to the reviews undertaken under this clause:-

(a) Nothing in this clause requires DoT/IM to negotiate on or agree to adjustments to reflect diminished/changed performance capability.

(b) If, by 31st March in any year, the Parties have not agreed on Performance Standards applicable, the Performance Standards for the previous year shall be adhered to by the Concessionaire.

8.4.2 Changes in Performance Standards by IM

IM, with the prior written approval of DoT, may change the Performance Standards either in general or in a particular case in case it is considered necessary to achieve the overall objectives set out in clause 2.3 either to maximize utilization of regular passenger services or to achieve efficiency of resources allocated to regular passenger services.

8.4.3 Changes in Monitoring of Performance Standards

In the event IM is unable to monitor all or any part of the Concessionaire’s performance in accordance with this Agreement, it shall submit a report to DoT. On satisfying itself the DoT with the assistance of IM may ask the Concessionaire to negotiate in good faith any changes that may be required to this Agreement provided that the IM shall:

(a) take all reasonable steps to overcome, avoid or minimise the effect of not being able to monitor all or part the Services; and

(b) notify the Concessionaire as soon as reasonably practicable of the reasons why all or part of the performance cannot be monitored.

PERFORMANCE SECURITY

Article 9

9.1 The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to DoT, simultaneously with the execution of this Agreement, a bank guarantee from a nationalized bank or any scheduled bank
authorised by RBI to undertake government transactions and acceptable to DoT, in the form as set forth in Schedule 7, (hereinafter referred to as "Performance Security") for a sum of Rs. ______ Crore (Rupees ______ Crores only) i.e. 3% of the Estimated Cost of Bus as per Clause 5.1(h) (ii) multiplied by number of buses as provided in Table 1 of Part III of RFQP document. The Performance Security is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations hereunder.

9.2 This Performance Security shall be kept valid for a period of 18 (Eighteen months) from the Appointed Date. Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to adjustment of amounts due to DoT, if any, from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.

9.3 Any change in status of the Concessionaire shall not affect the continuance of the Performance Security.

9.4 DoT may claim the amount of Performance Security in a single demand or in more than one demand from the Bank. If not paid, then it shall subsist as a liability on the Concessionaire till the complete payment of the amount specified in the Performance Security is made.

9.5 Where the Performance Security has been invoked in part or full under the terms of this Agreement, provided the Agreement has not been terminated, the Concessionaire undertakes to forthwith furnish a top up guarantee or replenish the Performance Guarantee in the manner such that the aggregate value of the performance guarantees equals the original value.

9.6 DoT, at its sole discretion, may assign the benefits under the Performance Security subject to obtaining the written permission of the issuing bank. Such assignment by DoT may be made in favour of any entity/ person such as Lenders.

9.7 The Concessionaire shall, one (1) month prior to the expiry of the Bank Guarantee as contained in clauses 9.1 and 9.2, submit a Performance Security equal the amount calculated in Clause 9.1 above in the form of a bank guarantee, in accordance with the proforma provided, for continued performance and operation of Stage Carriage Services in accordance with this Concession Agreement. This bank guarantee shall be kept valid for a period of two (2) years and shall be renewed one (1) month prior to expiry of the said bank guarantee, for an additional period of every two years till the end of Concession.

9.8 Any deduction for Performance Adjustment required to be made under this Concession Agreement, as per Schedule 3 or otherwise, shall be made in the following manner:
(a) deductions against payment to be made to the Concessionaire.

(b) if (a) exceeds the payment to be made then the excess amount shall be deducted from the Performance Security as specified under clause 9.7.

9.9 Performance Security shall be valid for a period of sixty (60) days beyond the scheduled completion of Concession Period.
10.1 The Concessionaire shall, subject to and in accordance with the terms of this Agreement, achieve the Project Milestones set out in Schedule 6. Upon achieving COD, the Concessionaire shall seek the issuance of a certification in respect thereof.

10.2 In exceptional circumstances, on the written request from the Concessionaire for extension of End Dates together with adequate justification thereof, DoT may consider such request, and where appropriate, permit suitable extension up to One Hundred and Eighty (180) days, and which may be further extended for good and sufficient reasons by another Ninety (90) days and, if considered necessary, by a further period not exceeding Ninety (90) days. DoT shall, consult and will consider the recommendation provided by IM, before accepting or rejecting any request for extension by the Concessionaire. In the event Concessionaire is not able to achieve COD within such extended period, it shall be deemed a Concessionaire Event of Default.

10.3 In case, such extension is permitted by DoT/IM, the revised dates for Project Milestones shall be treated as scheduled End Date/s.

10.4 Upon readiness of completion of respective Project Milestone, the Concessionaire shall request the issue of Project Milestone Certificate in respect thereof. DoT/IM shall, upon verification of the relevant documentation and site visits, if any, and in any case within five (5) days, cause the issuance of the relevant Project Milestone Certificate.

10.5 For any delay in achieving the Project Milestones date/s, the Concessionaire shall pay to the DoT, compensation (hereinafter referred as “Liquidated Damages”) to be calculated in the following manner for:

Project Milestone No.1:
(a) delay upto thirty (30) days, from the scheduled End Date, @ Rupees one lakh only (Rs. 1,00,000/-) per day, and
(b) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees two lakhs only (Rs. 2,00,000/-) per day.

Project Milestone No.2:
(a) delay upto thirty (30) days, from the scheduled End Date, @ Rupees two thousand five hundred (Rs. 2,500/-) per day per Stage Carriage, and
(b) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees five thousand only (Rs. 5,000/-) per day per Stage Carriage.

Project Milestone No.3:
(a) delay up to thirty (30) days, from the scheduled End Date, @ Rupees two thousand five hundred (Rs. 2,500/-) per day per Stage Carriage, and

(b) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees five thousand only (Rs. 5,000/-) per day per Stage Carriage

Provided that the total amount of Liquidated Damages for any delay in achieving the aforesaid Project Milestones date/s shall be limited to the amount of Performance Security.

Notwithstanding the above, in the event of delay beyond 60 days for any of the Project Milestones date/s, the DoT shall be entitled to terminate this Agreement in accordance with the provisions of Clause 17.1.1 (2) of this Agreement. In such scenario, DoT reserves the right, without prejudice to any other rights, which it may be entitled to under this Agreement, to appropriate all or part of Performance Guarantee so furnished by the Concessionaire.

10.6 Change in End Dates by DoT

In specific circumstances, DoT may change the commencement of services beyond the stipulated time by a maximum of twelve (12) months, in such circumstances, commencement date for Stage Carriage Services operations may be required to be adjusted by the Concessionaire. The Concessionaire shall be paid CYF for such period to meet the commitments already made by the Concessionaire, upon written request by Concessionaire, in terms of Capital Charges and Manpower & Overheads Charge (Refer Schedule 5), provided the Concessionaire was given at least three (3) months advance notice from the proposed End Date of Project Milestone No. 3. End Date/s shall be revised to reflect the aforesaid.
FINANCING ARRANGEMENTS  Article 11

11.1 The Concessionaire shall at its cost, expenses and risk make such financing arrangement as would be necessary to implement the Project and to ensure the procurement, construction, operation, maintenance and management of the Project and all of its other obligations under this Agreement, in a timely manner.

11.2 The Concessionaire shall, upon the execution of any loan/ debt financing agreement in relation to the financing of the Project and no later than 15 days thereof, submit to IM one set each of such debt financing documents along with a summary sheet containing the key terms thereof.

11.3 The Concessionaire shall, upon the execution of any equity financing agreement in relation to the financing of the Project and no later than 15 days thereof, submit to IM one set each of such equity financing documents along with a summary sheet containing the key terms thereof.

11.4 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire shall ensure that it has obtained effective legally binding commitments towards meeting the debt and equity financing requirements of the Project (“Financial Close”) within a period not exceeding three (3) months from the Appointed Date and any extension thereof specifically agreed upon by IM based on reasonable request of the Concessionaire. If the Concessionaire fails to achieve Financial Close within the aforesaid period, it shall be deemed a Concessionaire Event of Default.

11.5 Notwithstanding anything to the contrary contained in this Agreement, if the Financial Close does not occur within the time period specified in the preceding clause and any extension thereof, all rights, privileges, claims and entitlements, if any, of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by and to have ceased with the concurrence of the Concessionaire, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

11.6 Upon Termination of this Agreement under Clause 11.5, DoT shall be entitled to appropriate the Performance Security in terms of Event of Default set out in Clause 17.1.1 (1).

11.7 Rights of Lenders

(a) Upon request by the Concessionaire, DoT hereby agrees to enter into Substitution Agreement with the lender’s to the Project. The format of such Substitution Agreement is set out in Schedule 4.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that:
(i) upon the Lenders recalling and demanding the debt outstanding under the Financing Documents (following an event of default under the Financing Documents), or
(ii) upon a Termination Notice being issued by DoT,

the Lenders shall, without prejudice to any other remedy available to them, have the option to propose to DoT the substitution of the Concessionaire by another suitable company (“Proposed Concessionaire”). Any such proposal shall contain in sufficient detail all the relevant information about the Proposed Concessionaire and the terms and conditions of the substitution.

(c) Upon receipt of the Lenders’ proposal pursuant to the preceding sub-clause 11.7(a), DoT shall, at its discretion, have the right to accept substitution of the Concessionaire on such terms and conditions as it may deem fit. Provided that any such substitution shall:

(i) be on terms and conditions of the Concession which are not less favourable to DoT than those prevailing at the time of substitution, and
(ii) be for the remaining period of Concession only.

(d) In the event of substitution as aforesaid, all the rights, privileges and the benefits of the Concessionaire shall be deemed to have been transferred to and vested in the Proposed Concessionaire and DoT and the Proposed Concessionaire shall take such steps and enter into such documents as may be necessary to give effect to the substitution, which has been substantially set out in Schedule 4.
12.1 General

12.1 The Concessionaire is responsible for ensuring that Employees, including the Drivers:

(i) have necessary qualifications, competence, skills, experience and license/permits, wherever applicable including but not limited to the relevant provisions of the Motor Vehicle Act, 1988;
(ii) have good knowledge of routes, timetable, ticketing systems and other relevant systems;
(iii) are in sound physical and mental health;
(iv) are courteous and helpful to passengers and other road users;
(v) do not discriminate against any passengers;
(vi) wear relevant badges, identity cards; and
(vii) wear uniform, that conforms with the job requirements and specifications prescribed under Applicable Laws, Applicable Clearances or Approvals and Permit conditions, if any.

12.2 Occupational Health, Welfare and Safety

The Concessionaire shall:

(a) provide and maintain throughout the Term a safe and healthy work environment for all Concessionaire’s Staff;
(b) make sure that all Concessionaire’s staff engage in safe work practices at all times;
(c) maintain plant, equipment, approved vehicles and Depot in a safe condition;
(d) make sure that all Concessionaire’s staff are aware of and comply with any changes to relevant legislation or policy in relation to occupational health, welfare and safety;
(e) provide occupational health, welfare and safety training to Concessionaire’s staff in accordance with the requirements of labour and welfare laws; and
(f) develop and maintain a management system which reports, investigates and responds appropriately to any hazard, incident or issue relating to occupational health, welfare and safety,

in relation to providing services set out in this Agreement.
SAFETY AND SECURITY

Article 13

13.1 Without limiting any other obligation imposed under this Agreement, the Concessionaire shall take all necessary steps to ensure safety, security and well-being of all persons including:

(a) members of the public;

(b) passengers boarding, travelling on and alighting from the vehicles used in operating the Services;

(c) all employees, agents and contractors of DoT and IM whilst on or visiting any of the Concessionaire's vehicles or premises used in the provision of the Stage Carriage Services for any purpose in connection with this Agreement; and

(d) other road users.

Further, the Concessionaire shall:

(a) promptly report to DoT and IM or other relevant authority any circumstance or thing that may compromise the safety and security of passengers or other members of the public and is known or ought reasonably to be known to the Concessionaire;

(b) cooperate with members of the police or any other law enforcement agency; and

(c) provide the police or any other law enforcement agency with any information, access or other form of assistance reasonably required for the safety and security of passengers or the good management of the public transport system in Delhi.

13.2 The Concessionaire must provide, within three months of Appointed Date, a Safety and Security Plan, comprising but not limited to:

(a) Risk management plan
(b) General security plan, which provides general details of how the safety of the public, passengers and drivers and charging personnel will be ensured.
(c) Preventative security plan.
(d) Incident management/emergency response plan
(e) Business continuity and recovery plan

Once the Safety and Security Plan has been accepted by DoT, the Concessionaire must ensure that the Safety and Security Plan is continually reviewed and updated during the tenure of this Agreement.
FARE COLLECTION SYSTEM

Article 14

14.1 DoT’s Right to Use

The Concessionaire hereby agrees to provide all support to DoT, IM or its appointed agents the right to use necessary infrastructure belonging to the Concessionaire for the purpose of implementing FCS at all times during the subsistence of this Agreement.

14.2 Concessionaire’s use

The Concessionaire must ensure that all passengers use the FCS in terms of the guidelines provided for cooperation between Concessionaire and DoT, IM or its agents.

14.3 Maintenance

The Concessionaire must cooperate with the DoT, FCS provider in all respects to ensure that the FCS is properly maintained and functioning at all times. Where necessary provide its vehicle towards inspection, maintenance, data loading/uploading.

Further necessary staff of DoT, IM, FCS Agent, their agents and representatives such as ticket collector, ticket checker, conductor or such persons shall be carried on board, at no extra cost. The Concessionaire shall also provide full cooperation in terms of instructions of the ticket issuer/collector, conductor, ticket inspector including halt/stoppage of Stage Carriage for conducting necessary inspections.
INSURANCE

Article 15

15.1 The Concessionaire shall, throughout the Concession Period, at its cost and expense, take out and maintain by due re-instatement or otherwise all the necessary insurances upto such maximum sums as may be required under and in accordance with the Applicable laws and such insurance as the Concessionaire reasonable considers necessary or desirable in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurance as may be necessary for mitigating the risks that may devolve on DoT/IM as a consequence of any act of omission by the Concessionaire during the Concession Period.

15.2 The Concessionaire shall submit to IM within thirty (30) days of obtaining such insurance cover, proof of all insurance obtained by the Concessionaire in accordance with this Article.

(a) The Concessionaire shall furnish to IM copies of certificates of insurance, copies of insurance policies signed by an authorised representative of the insurer and copies of all premium payment receipts in respect of such insurance received from each insurance carrier, and such insurance shall not be cancelled, changed or not renewed until the expiration of at least 45 (forty five) days after written notice of such cancellation change of renewal has been received from IM. The evidence that the insurances described in this Article have been effected, and

i. Copies of the insurance policies

ii. When insurance premium is paid, the Concessionaire shall submit proof of payment to IM.

iii. The Concessionaire shall comply with the conditions stipulated in each of the insurance policies.

iv. If the Concessionaire fails to effect and keep in force any of the insurances required under the Agreement, or fails to provide satisfactory evidence, policies and receipts in accordance with this Article, the same shall be treated as Concessionaire’s Event of Default.

v. Nothing in this Article shall limit the obligations, liabilities or responsibilities of the Concessionaire under the other terms of the Agreement or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Concessionaire.

(b) All insurance policies supplied by the Concessionaire shall include a waiver of any right of subrogation of the insurers thereunder against inter alia, DoT/ IM and its assigns, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set off or counter claim or any other deduction, whether
by attachment or otherwise, in respect of any liability of any such person insured
any such policy.

(c) The Concessionaire hereby further releases assigns and waives any and all rights of
recovery against, inter alia, DoT and IM and its affiliates, subsidiaries, employees,
successors, permitted 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.

(d) The proceeds from all insurance claims shall be applied by the Concessionaire
towards meeting his obligations under the Agreement.
16.1 Force Majeure Event

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

16.2 Non Political Force Majeure Events

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

(a) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Concession premises) or landslide;

(b) Radioactive contamination or ionizing radiation;

(c) Strikes or boycotts (other than those involving the Concessionaire, Concessionaires or their respective employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the public for a period exceeding a continuous period of Thirty (30) days;

(d) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings for reasons other than failure of the Concessionaire to comply with any Applicable Law or Applicable Clearances or Approvals or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by DoT;

(e) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion which prevents or restricts the performance by the Concessionaire of its obligations under this Agreement for a period exceeding a continuous period of Thirty (30) days;
(f) industry wide or State wide or India wide strikes or industrial action which prevent the Concessionaire from providing the services under the Concession Agreement for a period exceeding a continuous period of Thirty (30) days;

(g) Any event or circumstance of a nature analogous to any of the foregoing.

16.3 Indirect Political Force Majeure Events

For purpose of this Clause, Indirect political Event shall mean an act of war (whether declared or undeclared), invasion, armed conflict or an act of foreign enemy, blockade, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents the Concessionaire from operating the Stage Carriage Services for a period exceeding a continuous period of seven (7) days in a year.

16.4 Political Force Majeure Events

For purposes of Clause, Political Event shall mean one or more of the following acts or events by or on account GOI, DoT or any other Governmental Agency:

(a) Change in Law, only when provisions of this Agreement cannot be applied;

(b) Expropriation or compulsory acquisition by any Governmental Agency of the entire Scheme.

16.5 Notice of Force Majeure Event

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

(a) The nature and extent of the Force Majeure Event.

(b) The estimated Force Majeure Period.

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

(d) the measures which the Concessionaire has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and

(e) Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
16.6 Performance of Obligations

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

(a) Due notice of the Force Majeure Event has been given to other parties as required by the preceding clauses

(b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;

(c) the affected party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Concession as a result of the Force Majeure Event and to restore the Concession in accordance with the principles of law and its relative obligations under this Agreement;

(d) when the affected party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;

(e) the affected party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;

(f) any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to amongst other parties.

16.7 Termination due to Force Majeure Event

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

(b) Notwithstanding anything contained in this Agreement, on determination of Total Loss or if a Force Majeure Event subsists for a period exceeding 180 days either Party shall be entitled to terminate this Agreement by a notice in writing in respect thereof.
(c) Following the issue of notice to terminate this Agreement, as provided for in this Article, the Concessionaire shall promptly take all such steps as may be necessary or required to handover the assets and other facilities given by DoT/IM to the Concessionaire subject to other provisions of this Agreement.

16.8 Termination Payment for a Force Majeure Event

16.8.1 Upon Termination of this Agreement pursuant to Clause 16.7, Termination Payment to the Concessionaire shall be made in accordance with the following:

(a) If the Termination is on account of a Non Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to 90% (ninety per cent) of the Debt Due and the entire Subordinated Debt less due insurance claims, if any. Provided that in the event some insurance claims are not admitted, then 90% (ninety per cent) of such claims shall qualify for being included in the computation of Debt Due.

(b) If the Termination is on account of an Indirect Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to:

i.) Debt Due, less due insurance claims, if any. Provided, however, that if all or any of the insurance claims are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall qualify for being included in the computation of Debt Due, plus

ii.) the outstanding Subordinated Debt, plus

iii.) 110% (one hundred ten per cent) of the Equity (subscribed in cash and actually spent on the Project) if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive years thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year, and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and half per cent) per annum.

(c) If the Termination of this Agreement is on account of a Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to:

(i) Debt Due, plus

(ii) 120% (one hundred twenty per cent) of the Subordinated Debt plus

(iii) 150% (one hundred fifty per cent) of the Equity (subscribed in cash and actually spent on the project) the if such Termination occurs at
any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year, and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and half per cent) per annum.

16.8.2 Save and except as expressly provided in this Article, neither of the parties hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any other Force Majeure Event.
EVENTS OF DEFAULT AND TERMINATION OF THE CONCESSION

17.1 Termination for the Concessionaire Event of Default.

17.1.1 Concessionaire Event of Default

The following events shall constitute an event of default by the Concessionaire (a “Concessionaire Event of Default”) unless such Concessionaire Event of Default has occurred as a result of DoT Event of Default or a Force Majeure Event;

(1) The Concessionaire fails to achieve Financial Close in accordance with the provisions of Article 11;

(2) The Concessionaire fails to achieve any Project Milestone within the period set forth in Schedule 6 or during any extended period as provided in Clause 10.2;

(3) At any time during the Concession Period, the Concessionaire fails to adhere to the Equipment Specifications or has failed to meet Performance Standards in terms of Clause 8.2 and 8.3 and has failed to remedy the same within 30 days;

(4) The Concessionaire is in Material Breach of this Agreement;

(5) The Concessionaire commits default in complying with any of the terms and conditions of this Agreement, save and except those defaults in respect of which Cure Period has been expressly provided in this Agreement and fails to remedy or rectify the same within the period provided in a notice in this behalf from DoT which shall:

(a) require the Concessionaire to remedy the breach or breaches referred to in such notice within 1 (one) month (or such longer period as may be agreed by the DoT at its absolute discretion); or

(b) permit the Concessionaire to put forward within 15 days of such notice a reasonable programme for the remedying of the breach or breaches, such programme to specify in reasonable detail the manner in which such breach or breaches is or are proposed to be remedied and the latest date by which it is proposed that such breach or all such breaches shall be remedied.

(6) The Concessionaire creates any Encumbrance, charges or lien in favour of any person save and except as otherwise expressly permitted under Article 23;
(7) The shareholding of the Consortium Members falls below the minimum prescribed under Clause 7.2.3 (e) and the Concessionaire does not suo moto cure such default within 90 (ninety) days of its occurrence;

(8) The transfer, pursuant to law of either (a) the rights and/or obligations of the Concessionaire or (b) all or material part of the assets or undertaking of the Concessionaire except where such transfer in the reasonable opinion of DoT does not affect the ability of the Concessionaire to perform, and the Concessionaire has the financial and technical capability to perform, its material obligations;

(9) A resolution is passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;

(10) The Concessionaire is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Concessionaire or for any of its property that has a material bearing on the Project;

(11) Any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and provided that:

(a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement; and

(b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Concessionaire as at the Financial Close.

(12) An event of default of the Concessionaire under any of the Financing Documents has occurred or any of the Senior Lenders has recalled its loan under any of the Financing Documents;

(13) The Concessionaire abandons the operations of the Project for more than 15 (fifteen) consecutive days without the prior consent of DoT, provided that the Concessionaire shall be deemed not to have abandoned such operation if such abandonment was (i) as a result of Force Majeure Event and is only for
the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations by DoT.

(14) The Concessionaire repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;

(15) The Concessionaire suffers an execution being levied on any of its assets/equipment causing a Material Adverse Effect on the Project and allows it to be continued for a period of 15 (fifteen) days;

(16) The Concessionaire is using the GNCTD Infrastructure Facilities for any purposes other than as provided in this Agreement;

(17) Any representation made or any warranty provided by the Concessionaire under this Agreement or the proposal is found to be false or misleading;

17.1.2 Save and except as otherwise provided in Clause 17.2, and without prejudice to any other right or remedy which DoT may have in respect thereof under this Agreement, upon a report from IM or otherwise about the occurrence of any breach or default by the Concessionaire under this Agreement including any Concessionaire Event of Default, DoT shall be entitled to terminate this Agreement by a communication in writing (the “Termination Notice”) to the Concessionaire if the Concessionaire has failed to cure such breach or default within the period provided for the same in this Agreement provided that before issuing the Termination Notice, DoT shall by a notice in writing inform the Concessionaire of its intention to issue the Termination Notice (the “Preliminary Notice”) and grant 15 (fifteen) days time to the Concessionaire to make its representation, if any, against such intended Termination Notice and shall after the expiry of said 15 (fifteen) day period whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

17.1.3 DoT shall, if there be Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 17.1.2 to inform the Lenders and grant 15 (fifteen) days to the Lenders, for notifying their intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event DoT receives such notice from the Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such notice or exercise its right of Suspension, as the case may be, for enabling the Lenders to exercise their right of substitution in accordance with the Substitution Agreement.

Provided that the Lenders’ Representative may, instead of exercising the Lenders right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, DoT shall withdraw its notice referred to above and restore all the rights of the Concessionaire.
Provided further that upon written request from the Lenders and the Concessionaire, DoT may extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as DoT may deem appropriate.

17.1.4 Subject to Clause 17.2, the following shall apply in respect of cure of any of the defaults and/or breaches of this Agreement.

(i) The Cure Period shall commence from the date on which a notice in writing is delivered by DoT to the Concessionaire asking the latter to cure the breach or default specified in such notice.

(ii) The Cure Period provided in this Agreement shall not relieve the Concessionaire from liability for Damages caused by its breach or default;

(iii) The Cure Period shall not in any way be extended by any period of suspension under this Agreement;

(iv) If the cure of any breach by the Concessionaire requires any reasonable action by Concessionaire that must be approved by DoT or IM hereunder the applicable Cure Period (and any liability of the Concessionaire for damages incurred) shall be extended by the period taken by DoT or IM to accord their required approval.

17.2 Notwithstanding anything to the contrary contained in this Agreement, in the event of the Concessionaire being in default under any of the provisions hereof expressly providing for Termination under or in accordance with this Clause 17.2, DoT shall be entitled to terminate this Agreement forthwith by issuing a Termination Notice to the Concessionaire and upon issue of such Termination Notice by DoT this Agreement shall stand terminated forthwith. Provided, however, that prior to such Termination, DoT shall by notice grant to the Concessionaire a Cure Period upto one (1) month for curing the relevant breach or default of the provisions of this Agreement.

17.3 Upon Termination by DoT on account of occurrence of Concessionaire Event of Default after COD, DoT shall pay to the Concessionaire by way of Termination Payment an amount equal to 90% (ninety per cent) of the Debt Due less insurance claims, if any, provided, however, that if all or any of the insurance claims are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall qualify for being included in the computation of Debt Due. Performance Security and Subsidy Bank Guarantee of the Concessionaire shall be forfeited upon Termination by DoT on account of occurrence of Concessionaire Event of Default after COD.

17.4 Termination for DoT Event of Default
17.4.1 The Concessionaire may after giving 90 (ninety) days notice in writing to DoT terminate this Agreement upon the occurrence and continuation of any of the following events (each a “DoT Event of Default”), unless any such DoT Event of Default has occurred as a result of Concessionaire Event of Default or due to a Force Majeure Event.

(1) DoT is in breach of this Agreement and such breach has a Material Adverse Effect on the Concessionaire and DoT has failed to cure such breach or take effective steps for curing such breach within 90 (ninety) days of receipt of notice in this behalf from the Concessionaire;

(2) DoT repudiates this Agreement or otherwise evidences an irrevocable intention not to be bound by this Agreement;

(3) GoI or GNCTD or any Governmental Agency have by an act of commission or omission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Concessionaire and have failed to cure the same within 90 (ninety) days of receipt of notice by DoT in this behalf from the Concessionaire;

(4) DoT has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect;

(5) DoT has failed to execute the Substitution Agreement in accordance with this Agreement or having executed the same is in breach of any of its obligations thereunder and such breach has not been cured within 30 days from the date of written notice thereof given by the Concessionaire.

(6) Any representation made or warranties given by DoT under this Agreement has been found to be false or misleading.

17.4.2 Upon Termination by the Concessionaire on account of DoT Event of Default, the Concessionaire shall be entitled to receive from DoT by way of Termination Payment a sum equal to:

(i) Debt Due, plus

(ii) 120% (one hundred twenty percent) of the total Subordinated Debt, plus

(iii) 150% (one hundred fifty per cent) of the Equity (subscribed in cash and actually spent on the Project, if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and a half per cent) per annum.

17.5 Upon Termination of this Agreement for any reason whatsoever, DoT shall:

(a) take possession and control of Project forthwith;
(b) take possession and control forthwith of any vehicles, equipments, materials, office space, implements, stores etc. on or about the Project;

(c) restrain the Concessionaire and any person claiming through or under the Concessionaire from use of GNCTD Infrastructure Facilities;

(d) substitute the Concessionaire for the Project with/without inviting fresh bids for the Project;

(e) subject to the provisions of the Substitution Agreement, enter into a Concession Agreement with any Person on such terms and conditions as it may deem fit.

(f) succeed upon election by DoT without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire as DoT may in its discretion deem appropriate and shall upon such election be required to compensate such contractors only for compensation accruing and becoming due and payable to them from and after the date DoT elects to succeed to the interests of the Concessionaire as aforesaid. All sums claimed by such Contractors as being due and owing for work and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors and DoT shall in no way or manner be liable or responsible for such sums.

17.6 Termination Payments

The Termination Payment pursuant to this Agreement shall become due and payable to the Concessionaire by DoT within thirty (30) days of a demand being made by the Concessionaire with the necessary particulars duly certified by the Statutory Auditors. If DoT fails to disburse the full Termination Payment within 30 (thirty) days, the amount remaining unpaid shall be disbursed along with interest at the rate of RBI’s bank rate plus two per cent for the period of delay on such amount.

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 either 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 either Party under this Agreement, including without limitation Termination Payments and Divestment procedures, shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

17.7 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of
Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

17.8 Suspension upon Concessionaire Default

17.8.1 In specific circumstances in public interest, upon occurrence of a Concessionaire Default, the DoT shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Concessionaire under this Agreement and (ii) exercise such rights itself or authorise any other person to exercise the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the DoT to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the DoT shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

17.8.2 DoT to act on behalf of Concessionaire

(a) The DoT shall be entitled to withdrawals from the Designated Account for meeting the costs incurred by it for remedying and rectifying the cause of Suspension.

(b) During the period of Suspension hereunder, all assets and liabilities in relation to the Project shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the DoT for discharging the obligations of the Concessionaire under and in accordance with this Agreement, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the DoT for all costs incurred during such period. The Concessionaire hereby licenses and sub-licenses respectively, the DoT or any other person authorised by it under Clause 17.8.1 to use during Suspension, all intellectual property belonging to or licensed to the Concessionaire in terms of Schedule 8.

17.8.3 Revocation of Suspension

(a) In the event that the DoT shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.
(b) Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 90 (ninety) days from the date of Suspension, the DoT shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

17.8.4 Substitution of Concessionaire

At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the DoT shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause 17.8.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

17.8.5 Termination

(a) At any time during the period of Suspension under this Article 17.8.1, the Concessionaire may by notice require the DoT to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 17.8.4, the DoT shall terminate this Agreement under and in accordance with Article 17.

(b) Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 17.8.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the DoT upon occurrence of a Concessionaire Default.

17.9 Miscellaneous

On termination of this Agreement, DoT or IM shall not be liable to the Concessionaire for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with such termination.
18.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants that:

- It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
  
(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;

(b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transaction 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 Concession;

(e) This Agreement constitutes its legal, valid and binding obligation 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 waives any immunity in any jurisdiction in respect hereof;

(g) It has no knowledge of any violation of default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any governmental agency which may result in any Material Adverse Effect or impairment of the Concessionaire’s ability to perform its obligations and duties under this Agreement;

(h) There are no actions, suits, proceedings or investigations pending or to the 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 constitute Concessionaire’s Default or which individually or in the aggregate may result in Material Adverse Effect.

(i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
(j) No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession.

(k) 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 Concession and the information provided by DoT, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder, such examination/review having included but not limited to the following:

The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DoT/IM shall not be liable for the same in any manner whatsoever to the Concessionaire.

(l) the ____________________________ (Consortium including all members thereof) / (Name of the Successful Bidder if not a Consortium) shall comply with requirements set out in Clause 7.2.3 (e) of this Agreement;

(m) ____________________________ (name of Successful Bidder / the Consortium Members) have the financial standing and resource to fund the required equity share capital of the Concessionaire and to raise the debt necessary for undertaking and implementing the Project.

(n) The existing shareholding of the promoters/Consortium Members in the Consortium is in accordance with requirements set forth in Article 7.2.3(e) and conforms to the representations made by the Consortium Members at the time of LOA;

(o) the information submitted in the Proposal and updated as on or before the issue of LOA is true and accurate as on the date of this Agreement; there has been no change in the control of any Consortium Member whose technical and/or financial capacity was taken into consideration for the purposes of short listing and prequalification for the submission of the Proposal pursuant to the RFQP as on date of this Agreement;

(p) the _____________ (Consortium including all members thereof) / (Name of the Successful Bidder if not a Consortium):

(i) met at the time of submission of Proposal and continues to meet the pre-qualification conditions to be eligible for the award of LOA and for the Concessionaire to enter into this Agreement;

(ii) has not made any material misrepresentation in the Proposal or any of the submissions made thereafter or in this Agreement;
(iii) has no conflict of interest which affected in any way the Bidding Process (as defined in the “RFQP”); and

(iv) has not engaged in before or after the submission of Proposal or at any time thereafter and will not engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

and for the purposes hereof the expression “corrupt practice”, “coercive practice”, “undesirable practice” and “restrictive practice” shall have the meaning ascribed thereto in the RFQP; and

(q) ________________________ (each Consortium Member) (Name of the Successful Bidder) is only organized and validly existing under the laws of the jurisdiction of its incorporation and has requested and agreed with the Transport Department, DoT pursuant to the LOA to enter into this Agreement with the Concessionaire and has agreed to and unconditionally accepted the terms and conditions setforth in this Agreement.

18.2 Representations and Warranties of DoT

DoT represents and warrants that:

(a) DoT has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) That it has the right to grant the Concession and has also complied with all the Rules and Regulation under the Motor Vehicles Act, 1988 to enter into this Agreement,

(c) That it shall appoint a suitable agency, to act on its behalf, as integrated Mechanism to control, manage and regulate the Concession for Operation of Stage Carriage Services in Delhi. DoT represents and warrants to the Concessionaire that DoT has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(d) This Agreement constitute its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) DoT is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any sovereign immunity in any jurisdiction in regard to matters set forth in this Agreement; and

(f) DoT shall simultaneously make all efforts towards creating necessary infrastructure to manage the Scheme since the specific Cluster is part of the overall Scheme of DoT.

18.3 Obligation to notify change
In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

**HANDBACK**

**Article 19**

**19.1 Project Facilities Ownership**

(a) Without prejudice and subject to the Concession, the ownership of the GNCTD Infrastructure Facilities shall at all times rest with DoT/ concerned government agency.

(b) Without prejudice and subject to the Concession, the ownership of assets belonging to the Concessionaire and used for the Project, shall remain with the Concessionaire.

(c) However, in case of Event of Default leading to Termination, the ownership of Concessionaire Assets shall suo-moto vest with DoT from Termination Date and the Concessionaire shall be obliged to complete all legal formalities to enable such transfer in the name of DoT/ Person nominated by DoT.

**19.2 Obligations of Parties**

(a) **Concessionaire’s Obligations**

(i) The Concessionaire shall on the date of Expiry by efflux of time or Termination, as the case may be, hand back vacant and peaceful possession of the GNCTD Infrastructure Facilities to DoT/ concerned government agency free of cost and in good operable condition.

(ii) Atleast 2 months before the expected Expiry or within one week of issue of Termination Notice, a joint inspection of the GNCTD Infrastructure Facilities shall be undertaken by DoT, Concessionaire and IM. DoT and IM shall, within 15 days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs (“GNCTD Infrastructure Facilities Handback Requirements”), if any, to be carried out so as to conform to the Good Industry Practices and acceptable conditions subject to normal wear and tear. The Concessionaire shall promptly undertake and complete such works/jobs at least one month prior to the expected date of Expiry or Date of Termination and ensure that the GNCTD Infrastructure Facilities continue to meet such requirements until the same are handed back to DoT/ concerned government agency.

(iii) DoT/ IM shall, within 15 days of the joint inspection undertaken under preceding clause (i) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to DoT in terms of Clause 19.1(a) and 19.1(c) as applicable.

(iv) The Concessionaire hereby acknowledges DoT’s rights specified in Clause 17.1 & 17.4 enforceable against it upon Termination and its corresponding
obligations arising therefrom. The Concessionaire undertakes to comply with and discharge promptly all such obligations.

(b) **DoT's Obligations**

DoT shall, subject to DoT's right to deduct amounts towards;

(i) carrying out works/jobs listed under Clause 19.2(a)(ii), which have not been carried out by the Concessionaire,

(ii) purchase of items, which have not been handed back to DoT or assets belonging to the Concessionaire and used for the Project in terms of Clause 19.2(a)(iii), and

(iii) any outstanding dues, which may have accrued in respect of the GNCTD Infrastructure Facilities.

### INDEMNITY AND LIABILITY

**Article 20**

**20.1 General Indemnity**

(a) The Concessionaire will indemnify, defend and hold DoT/ IM harmless against any and all proceedings, actions and, third party claims (other than a claim by DoT/ IM or GOI for loss, damage and expense of whatever kind and nature arising out of the Concession contract of any of its obligations under this Agreement except to the extent that any such claim has arisen due to DoT Event of Default).

(b) DoT will, indemnify, defend and hold harmless the Concessionaire against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of defect in title and/or the rights of DoT or IM adversely affecting the performance of the Concessionaire’s obligations under this Agreement and/or arising out of acts done in discharge of their lawful functions by DoT or IM its Officers, servants, agents, subsidiaries and contractors (“DoT/ IM Indemnified Persons”) including DoT Events of Default except to the extent that any such claim has arisen due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the Concessionaire, its Subsidiaries, affiliates, Contractors, servants or agents including due to Concessionaire Event of Default.

20.2 Without limiting the generality of Clause 20.1 the Concessionaire shall fully indemnify, save harmless and defend DoT and IM including its officers, servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Clearances or Approvals, (b) payments of taxes relating to the Concessionaire contractors, suppliers and representatives, income or other taxes required to be paid by the Concessionaire without reimbursement.
hereunder, or (c) non-payment of amounts due as a result of materials or services provided to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its agents.

20.3 Without limiting the generality of the provisions of this Article, the Concessionaire shall fully indemnify, save harmless and defend the DoT and IM from and against any and all damages which the DoT and/or IM 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 Concessionaire’s agents in performing the Concessionaire’s obligations or in any way incorporated in or related to the Scheme. 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 Scheme, 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 DoT and/or IM a license, at no cost to DoT and/or IM authorizing 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.

20.4 In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Article it shall notify the other Party (“Indemnifying Party”) within 7 days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct the proceedings in the name of the Indemnified Party subject the Indemnified Party being secured against any costs involved to its reasonable satisfaction.

20.5 Defense of Claims

(a) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this Article, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding liabilities,
payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.

(b) If the Indemnifying Party has exercised its rights under Clause 20.4 the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) If the Indemnifying Party exercises its rights under Clause 20.4 then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless:

(i) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

(ii) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or

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

(iv) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

   iv.a that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or

   iv.b that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement.

provided that if clauses (ii), (iii) or (iv) shall be applicable, counsel for the Indemnified Party shall have the right to direct the defense of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.
### PERSONNEL UNDER THE CONCESSIONAIRE

**Article 21**

21.1 The Concessionaire shall be solely responsible for all the personnel including drivers and other employees working under the Concession which are employed directly or engaged by the Concessionaire through any other agency. Further, the Concessionaire shall also be solely responsible for the statutory payments in respect of the labour laws to the drivers and other personnel working under the Concession. The Concessionaire while appointing the personnel will specifically inform the personnel that on being appointed for the purpose of Concession, cannot claim any right or privileges as employees of DoT/ IM. Neither DoT nor IM shall be responsible for any liability of the Concessionaire towards the statutory payments to the personnel working under them. The Concessionaire shall hold IM harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violation of personnel practices.
**DISPUTE RESOLUTION MECHANISM**  

**Article 22**

22.1 **Amicable Settlement**

(a) If any dispute or difference or claims of any kind arises between the DoT and the Concessionaire 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, 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.

22.1 **Assistance of Expert**

(a) The Parties may, in appropriate cases agree to refer the matter to an expert appointed by them with mutual consent (“Expert”). The cost of obtaining the service of the Expert shall be shared equally.

22.2 **Arbitration**

(a) **Arbitrators**

Failing amicable settlement and/or settlement with the assistance of Expert appointed by the Parties by mutual consent, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. DoT shall appoint the ‘Sole Arbitrator’ within 30 (thirty) days of invocation of the arbitration.

(b) **Place of Arbitration**

The place of arbitration shall be Delhi.

(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) **Procedure**

The procedure to be followed within the arbitration, including appointment of arbitrator, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.
(e) **Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

(f) **Fees and Expenses**

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

(g) **Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
ASSIGNMENT, CHARGES AND SUB-CONTRACTING  

Article 23

23.1 The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of DoT.

The aforesaid shall not apply to:

(i) liens/encumbrances 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/ moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;

(iii) assignment of Concessionaire’s rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

23.2 The Concessionaire shall not create nor permit to subsist any Encumbrance over the GNCTD Infrastructure Facilities.

23.3 Lenders of the Concessionaire may exercise the right of step in or substitute another person but the sole discretion to do so rests with DoT.

23.4 The Concessionaire shall not sub-contract all or any part of the Project without the prior written consent of DoT. For any sub-contracting activity, prior approval of DoT or IM shall be required to be obtained by the Concessionaire, which may be refused or granted subject to such conditions as DoT deems fit.

23.5 Where the Concessionaire sub-contracts, a part of the Project to any Person, the Concessionaire shall:

(a) ensure that such Person is obliged to comply with all of the obligations and duties of the Concessionaire under this Agreement insofar as they relate to part of the Project which that sub-contractor is required to provide;

(b) be responsible for payments to that Person; and

(c) remain solely responsible and liable to the DoT for any breach of the Agreement or any performance, non-performance, part-performance or delay in performance of any of the services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Concessionaire.

23.6 This Concession Agreement is personal to the Concessionaire who shall not assign, novate or otherwise dispose in whole or in part of its rights hereunder nor assign, sub-contract or otherwise delegate in whole or in part any of its obligations hereunder without the prior written consent of DoT. For the avoidance of doubt a disposal shall
be deemed to include but not be limited to any reorganisation of the Concessionaire which would affect the Concessionaire’s ability to perform any of its obligations under this Concession Agreement including without limitation any reorganisation which affects the resources, technical competence and/or financial standing (or the technical and financial resources available) to enable the Concessionaire to perform its obligations.
24.1 Information

(a) The Concessionaire acknowledges that DoT:

(i) is subject to The Right to Information Act 2005 ("RTI Act") and agrees to assist and cooperate with DoT to enable DoT to comply with its obligations under the RTI; and

(ii) may be obliged under the RTI Act to disclose information without consulting or obtaining consent from the Concessionaire.

(iii) Without prejudice to the generality of this Clause, the Concessionaire shall and procure that its sub-contractors (if any) shall:

- transfer to the Concessionaire each information request relevant to the Project; and

- in relation to information held by the Concessionaire on behalf of the DoT, provide DoT with details about and/or copies of all such information that DoT requests and such details and/or copies shall be provided within 5 Business Days of a request from DoT (or such other period as the DoT may reasonably specify), and in such form as the DoT may reasonably specify.

(b) Subject to 24.1 (a), Each Party will keep confidential:

(i) the terms of this Agreement; and

(ii) any and all Confidential Information that it may acquire in relation to the other party.

(c) Neither Party will use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement. Each Party will ensure that its officers and employees comply with the provisions of Clause 24.1.

(d) The obligations on a Party set out in Clause 24.1 (b) will not apply to any Confidential Information which:

(i) either of the Parties can demonstrate is in the public domain; or

(ii) a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.

(e) The provisions of this Clause 24.1 will survive any termination of this Agreement for a period of 5 years from termination.
24.2 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof, carry interest at State Bank of India – Prime Lending Rate plus 2% per annum (a rate at which the bank ordinarily lends money to its best corporate customers) from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this clause shall neither be deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

24.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India subject to Article 22, the Courts at Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

24.4 Waiver

(a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

(i) shall not operate or be 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 authorised representative of such Party; and

(iii) shall not affect the validity or enforceability of this Agreement in any manner.

(b) 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 hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.
24.5 Survival

Termination of this Agreement:

(a) shall not relieve the Concessionaire or DoT of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

24.6 Amendments

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

24.7 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, courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to DoT

Secretary and Commissioner, Transport
Government of National Capital Territory of Delhi
5/9, Under Hill Road
Delhi 110054
Fax No. 011-23933069

If to the Concessionaire
________________________________
________________________________
________________________________

Fax No. -------------------------------

Or such address 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 courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such telex number or facsimile number.

24.8 Severability

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

24.9 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties.

24.10 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings, which are in any way relevant to this Agreement shall be in writing and in English language. However, where-ever required, based on DoT guidelines/ instructions, necessary documentation shall be required to be prepared in Hindi, also.

24.11 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.

24.12 Counterparts

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

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.
SIGNED SEALED AND DELIVERED
For and on behalf of DoT By

____________________ (Signature)
____________________ (Name)
____________________ (Designation)

In the presence of:
1.
____________________ (Signature)
____________________ (Name)
____________________ (Address)

2.
____________________ (Signature)
____________________ (Name)
____________________ (Designation)
____________________ (Address)
1.0 The scheduling of bus services varies according to the days of week and the time of the day. Each trip has a starting time & location and a destination time & location.

2.0 The following are objectives of the scheduling plan:

(a) Integration of the Bus Time Table with other modes of existing and proposed public transport
(b) The Unified Time schedule for both DTC and the Concessionaire
(c) Reducing service overlaps
(d) The minimization of layover and dead running
(e) Time sequence feasibility of trips
(f) The provision of bus service at regular intervals.

3.0 The schedule may be reviewed after an initial period of bus operation with a view to improve service delivery and fleet utilization.

3.1 The Scheduling Plan

Currently, The Concessionaire shall prepare a duty chart for employees classified as a ‘Motor Transport Worker’ as per the conditions of ‘Motor Transport Workers Act, 1961’.

3.2 Night Services

The service is proposed to be planned in such a way that the buses will be available on each route from early morning to late at night. DoT may also operate “Night Bus Services” on selected routes, as per public demand.

Route details and the time table will be provided to the Concessionaire by the IM.

3.3 Special Schedules

Special Schedules for specific occasions such as Public Holidays and festivals like Holi, Diwali, Rakshabandhan etc. will be prepared from time to time with a view to meet additional traffic demand and the Concessionaire needs to comply with the notified schedules.
3.4 Effective Operational Days

UTT is prepared for weekdays, weekends and Public Holidays. The total number of weekdays is 309, and the total number of weekends and public holidays is 56 days. Weekends & Public Holidays include Sundays (52 Days) and four public holidays – Independence Day, Republic Day, Gandhi Jyanti and Holi.
1.0 Introduction

1.1 Stage Carriage buses shall conform to the Specifications set out in this Schedule. The minimum Technical Specifications have been set out for following types of Stage Carriages:

Low Floor Fully Built AC CNG Propelled Standard Size (12Metre) Buses.

1.2 The word “bus” shall mean the Stage Carriage to be used for the Project.

1.3 The word “bus” shall also mean a bus operating on Compressed Natural Gas (CNG) suitable for operations in city conditions.

1.4 The Bidder shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations).

1.5 The word “Bus” wherever it has been used in the specification (Schedule-2) means the “Compressed Natural Gas (CNG) Bus”. The bus shall meet all applicable Central Motor Vehicles Rules, 1989 (hereinafter referred to as “CMVR”), norms for safety and emissions applicable on the date of manufacture and Bus Code AIS 052 and any revisions thereof [hereinafter called Bus Code].

1.6 The bus design shall be energy efficient, environmentally friendly, safe and secured for transportation of passengers besides the following main attributes amongst others:

i) Passenger comfort
ii) Ergonomically designed driver’s work area
iii) Ease of repair and maintenance
iv) Aesthetically designed interiors and exteriors
v) Ease of boarding and alighting for all passengers
vi) Safety, reliability & durability
vii) Fuel Efficient

1.7 Where there is conflict between the requirement as per any applicable law in force and the requirement emanating from these specifications whichever of these two is of superior/ higher standard shall prevail. Also, any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the contract.

1.8 Source of Data:

BIS Standards are available from Bureau of Indian Standard, Manak Bhawan,
2.0 General Design Features

2.1 The full forward control CNG city bus shall have right hand drive design and be fitted with engine at the rear of the bus. The bus shall be designed and manufactured in accordance with the specifications & AIS-052: Code of Practice for Bus Body Design & Approval [Bus Code] amended up to date and AIS-153. The bus shall be designed to carry commuters including in the city area with ease of boarding and alighting especially for ladies, children & senior citizens and Persons with Disabilities (PWDs). The bus design shall be suitable for daily operation of 16 to 20 hours in city service with peak loading of over 100 passengers [@68 Kgs + 7 Kgs=75 Kgs each], average traveling speed of about 20 Kms per hour with starts/stops after every 200 to 300 m. To take care of the peak over load of about 20% the bus has to have buffer Horse Power to pull this load comfortably over a gradient of 17%, for which the Tyre rating should be such that it meets the requirement of peak hour loading.

2.2 The bus design shall be eco-friendly, energy efficient, safe, and comfortable with exhaust emissions maintained at specified levels [Bharat Stage VI or Euro-VI subject to meeting additional requirement, if any of any further standards as imposed by law & further improved standard as applicable on the date of manufacture]. Bus and complete aggregates shall comply with the rules and regulation with respect to safety and emission notified and mandated time to time by the government and applicable at the time of the delivery and the registration of the buses. To ensure compliance, type approval certificate from the approved test agency under CMVR will be necessary for the complete bus for the applicable rules, regulation and specifications laid herein.

2.3 Ambient Conditions: The bus must be having proven design suitably modified to the climatic & operational conditions, infrastructure and road conditions in Delhi. Typical operating conditions could be temperatures of approximately 0º to 50ºC, humidity level from 5% to 100%, and altitude up to 300 m. Concessionaire is strongly advised to ensure that buses are able to meet the severe temperature, water, humidity, height from mean sea level, rain fall conditions of Delhi during operation.

2.4 The bus design should be such as to meet all statutory requirements applicable for the city of Delhi in all respects. Further, the bus structure should meet the requirements of structural strength, stability, deflection, vibration, etc. amongst others for at least the following main loads:

- Static loads
- Dynamic loads
- Single wheel bump loads
- Double wheel bump loads
- Braking and acceleration loads
- Speed Breakers, road bumps & pits, induced loads

2.5 The bus design and the buses shall meet all the statutory requirements besides the one prescribed herein and type approval certificate of compliance from the approved test agency for the complete bus as per specifications laid herein/in CMVR will have to be produced.

2.6 The material used in the construction of buses shall be as per Bureau of Indian Standards (BIS)/ Automotive Industry Standards (AIS) specifications. In absence of above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred/ followed.

2.7 The bus shall be designed and manufactured with all applicable fire safety and exhaust emission regulations for CNG buses including piping location, location of rubber hoses, location of exhaust, location of catalytic converter, prescribed upholstery material, fire retardant cables, connectors etc. These provisions shall include the use of fire retardant/low exhaust material, fire detection systems, firewalls, and facilities for passenger evacuation (doors, windows and escape hatches) as per statutory requirements in addition of the Bus Code. Flammability requirements shall comply with IS 15061.

2.8 The bus design will meet all statutory requirements besides the one prescribed herein, CMVR and type approval certificate of compliance for the complete bus from the approved test agency will have to be produced at the time of submitting the prototype. The bus shall be designed with respect to its body and different aggregates/ systems/ sub systems to operate in city service for 12 years or 10,00,000 km whichever is earlier.

2.9 **FIRE SAFETY:** The bus shall be designed and manufactured with all applicable fire safety regulations under CMVR/ Bus Code for safety of CNG buses including piping location and layout, location of rubber hose, location of exhaust, sealing from CNG gas entering passenger compartment in case of leakage, catalytic converter location, prescribed upholstery material, fire retardant cable, connectors etc. These provisions shall also include the use of fire-retardant material, CNG leakage detection system, fire detection system, escape of gases in case of any leakage, fire walls and facility for passenger evacuation [doors, windows and escape hatches] as per statutory requirements besides Bus Code. Flammability requirements shall comply with IS 15061 as specified in CMVR.
3.0 Engine

3.1 Compressed Natural Gas (CNG) fuelled engine with electronic ignition system capable of delivering adequate horse power to obtain desired performance in respect of defined acceleration levels and emission norms. The engine should have adequate horsepower not only to propel the bus but also to operate all other auxiliary devices fitted to the bus, if any, efficiently. As the bus is required for operation in city services, engine should be capable of delivery adequate horse power at lower RPM levels with a high torque over a larger RPM range particularly on the lower side.

3.2 The engine and its accessories shall be easily replaceable. The engine mounting shall be such as to minimize transmission of vibrations to the bus structure specifically in the passenger area to meet NVH requirements.

3.3 The engine compartment shall be insulated to avoid transmission of heat and noise to the saloon area. The engine compartment shall include areas where the engine and exhaust systems are housed including the muffler. The engine compartments shall be separated by a bulkhead(s) that shall, by incorporation of fireproof materials preferably of ceramic fibre of minimum density of 128 kgs/ m$^3$ in its construction, be a firewall. This firewall shall preclude or retard propagation of an engine compartment fire into the passenger compartment. Only necessary openings shall be allowed in the firewall, and these shall be fireproofed. Wiring may pass through the bulkhead only if connectors or other means are provided to prevent or retard fire propagation through the firewall. Engine access panels in the firewall shall be fabricated of fireproof material and secured with fireproof fasteners.

3.4 The engine should be suitably designed to operate optimally under Delhi’s peak summer heat and dust.

3.5 For protection against fire risk in engine compartment, no flammable material or material liable to soak fuel, lubricant or any combustible material shall be used in the engine compartment unless the material is clad by an impermeable fireproof sheet. A partition of heat–resistant material shall be fitted between the engine compartment & any other source of heat.

3.6 Engine noise and emission levels must confirm to the Central Motor Vehicle Rules (CMVR)/AIS /any other Indian standards. In case of multiple norms, the most superior of these is to be adopted and as applicable for the city of Delhi.

3.7 The mounting of pipe/outlet for discharge of Exhaust gases and waste heat shall be as per CMVR. The entire exhaust system shall be adequately shielded to prevent heat damage to any bus component. The exhaust outlet shall be designed to minimize rain or high-pressure washing system water ingress from entering into the exhaust pipe and causing damage to the catalyst.

3.8 The engine shall be equipped with an electronically controlled management system and 24-volt battery electrical systems. Full electronic management of engine shall include on-board diagnostic and driver alerts for crucial
parameters for Fuel system, Engine Lubrication system, Engine coolant system, Engine performance, Emission control system diagnostic details message (engine specific). The bus should have suitable audio and / or visual indication for the driver to be displayed at the dashboard to recognize the malfunctioning of (a) Speed limiting device (b) Emission control/Catalytic Convertor / after-treatment devices (c) any other systems that is crucial for safe functioning of the vehicle.

3.9 Additional important performance requirements as per urban bus specification are as given in the table below

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Parameter Description</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Engine Power to GVW</td>
<td>As per AIS:153 subject to meeting design requirements on peak load</td>
</tr>
<tr>
<td>2</td>
<td>Acceleration</td>
<td>As per AIS:153 or ≥ 0.8 m/sec/sec minimum at adequate Horse Power, whichever is superior</td>
</tr>
<tr>
<td>3</td>
<td>Speed 0 – 30 Kmph</td>
<td>As per AIS:153 or ≤ 10.5 sec maximum, whichever is superior</td>
</tr>
<tr>
<td>4</td>
<td>Gradability (stand-start)</td>
<td>17% minimum</td>
</tr>
<tr>
<td>5</td>
<td>Maximum Speed at full load (GVW) (without Speed Limiter)</td>
<td>70 Kmph</td>
</tr>
<tr>
<td>6</td>
<td>Torque</td>
<td>650 Nm (Minimum)</td>
</tr>
</tbody>
</table>

3.10 **Speed Limiting Device**

Maximum speed of bus will be limited to 40km/hr or as prescribed in the city of Delhi through engine management system at the time of manufacturing stage itself. Any amendment thereto should only be possible by the vehicle manufacturer at the written instructions of the Transport Department of the state concerned. Type approval certificate from ICAT/ARAI / or any other test agency specified in CMV Rule 126 will be necessary for proper functioning of the speed limiting device as per AIS 018/2001 or latest. An audio-visual signal shall be provided for on dashboard/instrument panel when the system performs speed limiting function. The malfunctioning of the system shall also be signaled suitably at dashboard instrumentation.

4.0 **Cooling System**

Heavy-duty radiator and other subsystems of cooling system should be capable of efficiently dissipating heat from the CNG engine system. It shall be easy for filling and level checking of coolant.
5.0 Transmission System

5.1 Multi speed Automatic transmission system shall be provided with gross input power, gross input torque & related speed compatible with engine and typical city bus driving application (speed, acceleration and tractive force required). The transmission shall automatically shift into neutral when vehicle is made stationary by applying service brakes. Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission). An interlock to prevent the movement of bus when service doors are in open position shall be provided.

5.2 The propulsion system and drive train shall provide power to enable the bus to meet the defined acceleration, top speed and sustained gradability requirements, and operate all propulsion driven accessories. In addition to Starting gradability as per AIS 003, the sustained gradability shall be assured wherein vehicle loaded at GVW.

6.0 Suspension

6.1 The bus shall be fitted with air bellow suspension at front and rear. The suspension system shall be fitted with shock absorbers, suitable for trouble free operation and jerk free comfortable ride in existing road conditions of Delhi. The air suspension should be adequately protected from engine/ exhaust pipe heat etc for minimizing ageing effect on the air bellows.

6.2 The full air suspension system both at front & rear shall be with stabilizer bar and kneeling arrangement of minimum 60 mm at front & rear left side severally and/ or simultaneously. The reference point of measurement of kneeling shall be the centre line of exit & entrance at bus floor level under unladen conditions.

7.0 Steering

Hydraulic power assisted recirculating ball type steering shall be provided.

8.0 Braking System

8.1. The braking system shall be full pneumatic type dual circuit having four-way protection valve, auto slack adjuster with non-asbestos brake lining. The friction material shall be non-asbestos type having temperature and wear characteristics suitable for Intensive City operation. The braking system shall be fitted with air dryer and oil/ water separator system. The buses shall also be provided with hand operated pneumatic flick valve type parking brakes at rear wheels. The air pressure line shall be treated for corrosion resistance.

8.2. In the event of failure of the engine and/ or loss of air in the system, adequate provision shall be made for obtaining effectiveness of service brake system and/ or for de-activating the spring actuated brakes.
8.3. The bus shall be fitted with Anti-Lock Braking System conforming to IS: 11852:2003 as per G.S.R. 389(E) dated 9.06.2014 as per latest requirement of CMVR.

8.4. An additional provision for parking brakes is also to be provided to prevent auto application of parking brakes due to loss of pressure in the main line.

9.0 Wheels and Tyres

9.1 Low floor Bus shall be fitted with tyres of size 11R22.5 or equivalent size, minimum 16 PR steel radial tubeless tyres conforming to AIS-044 Part I with wheel rims of corresponding size conforming to AIS/ BIS: 10694 (part 3)-1991 or latest.

9.2 Suitable guards conforming to the relevant AIS standard as prescribed in CMVR shall be provided as spray suppressors as well as for protection against small stones hurled from tyres.

10.0 Axles

The bus shall be driven by Heavy duty axle at the rear with adequate capacity to take care of maximum GVW & crush loading expected during life span of the bus. Transfer of gear noise to the bus interior shall be minimized. The drive shaft, if provided, shall be guarded to prevent it striking the floor of the coach or the ground in the event of a tube or universal joint failure. For ease of locating jack during changing of tyres (both front and rear) axle area where jack is to rested shall be distinctively marked with yellow – black strips.

11.0 CNG Cylinders and Their Mountings

11.1 The cylinders shall conform to BIS and shall be duly approved by Department of explosive (PESO) and fulfil all other statutory requirements.

11.2 The mountings, pipelines, other accessories/gadgets required in the CNG system shall be as per applicable Indian standards prescribed under CMVR. All safety requirements as per Indian standards/ rules/ regulations related to CNG cylinders, CNG system, sub system, accessories and components shall be met. The CNG cylinders fitted in the bus shall have certificates of approval from Chief Controller of Explosives (CCOE), Government of India.

11.3 The CNG system shall be incorporated with a suitable ignition kill system, which would prevent ignition at the time of filling CNG cylinders. All the materials used in the bus design including CNG system items design shall be flame-retarding type. The CNG inlet/filling system for the bus shall be accessible only from exterior of the bus & shall be properly located on the
right-hand side (Driver side) of the bus at a convenient safe level with appropriate flap size with lock in side panel and other safety gadgets fitted suitably. The CNG pressure gauge shall be behind the CNG filling receptacle for easy viewing of gas pressure through flap. A cost effective and durable gas leakage detection and Audio-visual alarm system shall be provided to detect gas leakage and potential unsafe conditions in the cylinder mounting area and engine area to alert the driver to take appropriate action in the event of leakage of CNG in the system. Suitable gas escape system and fire mitigation/suppression system shall be provided in engine compartment for CNG leakage, if any.

11.4 The entire CNG system accessories, components, piping joints etc. be located, routed and encased in a manner as to prevent ingress of natural gas inside the bus. The entire system shall be properly ventilated to prevent fire hazard due to accumulation/entrapping of gas. The system design should facilitate ease of repair and maintenance.

11.5 The cylinders shall be fitted in such a manner that the punched number i.e. serial number, name of the manufacturer etc. be visible clearly when fitted in the buses.

11.6 All CNG system items shall conform to the relevant CMVR/CCOE, Government of India/BIS/AIS 024 & 028 and other applicable standards for the Project Area.

11.7 The no. of cylinders and its volume capacity shall be adequate for the minimum range of 300 km. between refills

12.0 Protection Against Fire Risk

12.1 CNG Cylinders shall be properly mounted with protection against fire hazards in the bus. Mounting arrangement of the CNG cylinders shall be type approved by the authorized Testing Agency.

12.2 CNG FUEL FEED SYSTEM: CNG Fuel lines and all other parts of CNG fuel feed system shall be accommodated in the vehicle where they have the optimum protection and easy access.

12.3 To avoid any possibility of spark, wiring harness shall be so routed that it would not cross CNG joints. Gas, air and electrical lines must be separated out with no jumbling/ intermixing in the engine compartment.

12.4 In order to prevent leakage from coolant pipe fitted between the Compressor & Engine block and consequent damage to HT cables, all such pipelines shall be metallic single braided pipes having adjustable jubilee clips or equivalent in these CNG buses.
12.5 Safety base plate/ shield guard made out of suitable MS Sheet shall be provided below the CNG receptacle valve & its pipelines to safeguard the CNG filling system from any stone or flying objects etc.

12.6 All wires shall be routed away from heat zone areas and shall be properly fitted in fire retardant sleeves adequately shielded from heat. Also, these wires shall be prevented from sharp edges and grommets shall be used wherever unavoidable.

12.7 All CNG pipes other than metallic shall be as per AIS 024 and AIS 028 and preferably heavy duty metallic braided pipes. Pipes shall be isolated from excessive heat zone and electrical braided pipes.

13.0 Under frame & Structure

13.1. The under frame and super structure shall be suitably designed to carry dense crush load of over 100 passengers (assuming an average weight of 68+7=75 kgs. per passenger) including sitting and standees, CNG cylinders, bus tare weight, etc. Moreover, the structure shall be designed to withstand the transit service condition of operation during its life span.

13.2. The bus shall be as defined in Bus Code with the super structure fabricated using steel tubing (ERW – Rectangular / Square Sections) conforming to BIS 4923-1985 or latest, of grade Yst –240.

13.3. The comprehensive multi-stage anti-rust treatment by way of hot phosphating/ galvanizing shall be provided to bus flooring, sides, roof, under-structure, as per BIS 3618 Class-A2/ Galvanizing of MS Structural Members as per IS:277-2003 120 GSM coating for resistance to corrosion or deterioration from atmospheric conditions & road salts so as to enable them & frame to last for at least 12 years or 10,00,000 km whichever is earlier. The samples of all materials & connections shall withstand two weeks (336 hours) Salt Spray test in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%. The details of treatment along with certificate shall be provided with relevant specification to meet the service life of minimum 12 years or 10,00,000 km whichever is earlier. The system of corrosion prevention of the internal surfaces of structural tubing shall be provided and details of the same be given in the offered documents.

13.4. After anti corrosive treatment, structural members shall be coated with red oxide/ Zinc Chromate primer & superior quality black paint.

13.5. The front and rear structure design shall be energy absorption type to reduce impact stresses into under frame/ side structures/ other areas of the vehicle. The damaged area of the vehicle should be easily repairable and/ or replaceable in the event of major damage.
13.6. The entire surface of bus under floor and sides exposed to ground shall be covered with appropriate corrosion prevention & flame retardant paint coating for protection against harmful effects of water, mud etc and to retard flames, if any.

13.7. MIG welding shall be used for steel structural member’s fabrication.

13.8. Sufficient clearance & air circulation shall be provided around the tyres, wheels & brakes to preclude over-heating when the bus is operating.

13.9. All the structural members shall be MIG welded with suitable gussets/brackets of adequate size & thickness be provided on floor, side, front, rear & roof structure to ensure structure rigidity & integrity.

13.10. Under floor to sidewalls shall be sealed to prevent dust ingress.

14.0 Panelling

14.1 The bus exterior side panels shall be fitted with stretched GI sheet at waist level. The exterior front-end panelling shall be of steel sheet. Roof shall be of Al sheet. Rear shall be of GI sheet. Skirt panelling shall be of aluminium sheet having thickness of minimum 1.5 mm. Adequate treatment be also provided to avoid any incidence of galvanic corrosion between dissimilar metals. Panels shall not have any waviness & shall be so mounted as to present smart aesthetic exteriors. The exterior front-end paneling and Rear paneling of Fibre Re-inforced Polymer (FRP), 3 layer, 450 gsm, with equivalent performance will also be acceptable.

14.2. Anti-drumming compound or High Pressure Laminate (HPS) shall be applied on inner side (enclosed surfaces) of entire paneling.

14.3. Roof structure shall be thermally insulated with flame retardant Polyurethane or glass wool of minimum 40 kgs/m^3 density. The bidder shall provide specifications/ BIS standards for the aforesaid insulating material.

14.4. Rain gutters shall be provided to prevent water flowing from the roof onto the passenger doors, driver’s side window, and exterior mirrors. When the bus is decelerated, the gutters shall not drain onto the windshield, or driver’s side window, or into the door boarding area. Cross sections of the gutters shall be adequate for proper operation.

14.5. All interior panelling shall be of Acrylonitrile Butadiene Styrene (ABS) conforming to relevant National or International Standards. Interior panels shall be attached in such a way so that there are no exposed unfinished or rough edges or rough surfaces. Panels & fasteners shall not be easily removable by passengers.

14.6. The skirt panel shall be openable fitted with stainless steel piano type hinges (heavy duty), to be fitted at the rub rail for the ease of maintenance purpose.
However, the fixed skirt panel may not be in openable position like at wheel arches. The openable skirt panels shall be bolted at skirt level.

15.0 Paints

15.1. All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. The Polyurethane (PU) painting conforming to BIS: 13213-1991 or latest shall be used for exteriors painting of the bus including interiors wherever required. Colour shade shall match to the shades as per BIS: 5-1978 or latest. In case of Matt black paint the same shall be tested as per IS: 13213-1991 or latest except the gloss value should be up to 30 units.

15.2. All exterior surfaces shall be smooth & free of wrinkles & dents. Finished painted surface of the bus should be free from the following imperfections:

   a. Blisters or bubbles appearing in the topcoat film.
   b. Chips, scratches, or gouges of the surface finish.
   c. Cracks in the paint film.
   d. Craters where paint failed to cover due to surface contamination.
   e. Overspray.
   f. Peeling.
   g. Runs or sags from excessive flow and failure to adhere uniformly to the surface.
   h. Chemical stains and water spots.
   i. Dirt particles embedded in the paint.

16.0 Colour Schemes

Exterior, interior colour schemes and logo/ graphics to be applied will be as notified by Transport Department, Govt. of NCT of Delhi.

17.0 Service doors

17.1 Two service doors (Entrance & Exit) in 1200 mm wide clear aperture (without flaps) shall be fitted at front and middle nearside of the bus as per provisions of the AIS 052 (Bus Code) for Type I, DLX category. Door aperture without flaps shall be 1200 mm min., and fully opened clear door width shall be 1050 mm ± 50 mm with door height of 1900 mm min.

17.2 Front door shall be located ahead of front axle whereas rear door shall be positioned such that preferably rear edge of gate shall be at 1500 mm ahead of central line of rear axle or preferably front edge of gate 1500 mm behind central line of rear axle.

17.3 The entrance and exit doors shall be electro-pneumatically controlled / (suitably Automated) by the driver and/or the conductor with internal and external controls for emergency opening. In the event of an emergency, it shall
be possible to open the doors manually from inside the bus by using a force not more than about 10 Kg. after deactivating pneumatic controls of each door. All door components, latches, locks and door hinges shall be as per AIS 052 Bus Code.

17.4 Safety provisions as mentioned in Bus code for automated Section 3.4 of AIS 052. Anti-pinching feature shall be provided so as to avoid trapping of passenger during closing of door. Additionally, actuation of automated door under normal conditions shall not be possible when Bus is in motion.

17.5 An audio-visual signal shall be provided at the service doors for the convenience of passengers that shall be effected during the door opening and closing cycle and for the entire duration of door in open condition.

17.6 All footsteps and exits (both service and emergency) shall be provided with anti-skid yellow nosing.

17.7 Service doors shall be provided with grab handles.

17.8 Manually operated sunken type wrap over ramp for wheel chair of Persons with Disability (PwD) shall be fitted preferably at front or central door on the floor for ease of supervision. The ramp shall have width of 900 mm min. with anti-slip coating and load carrying capacity of 300 kg. min. Provision of anchoring of wheel chair shall be made suitably such that anchored wheel chair shall not create undue hindrance to free flow of movement of other fellow commuters. Suitable provisions shall be made for visually impaired commuters also necessary provisions to comply the requirements of Disabilities Act 1995.

17.9 Foot step lighting: Suitable lighting source shall be provided that shall get actuated upon switching on headlights and door opened condition. It shall provide adequate ground illumination next to service doors for the distance of 1000 mm from the edge of foot step.

18.0 Guard/ Guard Rails

Where seated passengers are likely to be thrown into service doors entrance/exit area as a result of heavy braking, suitable guard shall be provided. The guard height shall be minimum 800mm from the floor, and the guard shall extend inward from the wall at least 100mm more than the centre line of the seating position of the passengers who are prone to this risk. The guarding shall be as per the provisions of the Bus Code.

19.0 Windows

19.1 The window shall be single piece fixed glass type design. The toughened glass wherever used in the body shall be 4.8 mm to 5.3 mm thick. The size and shape of the glasses shall enable even the standees to have maximum outside
view without kneeling. The general requirements of windows shall be as per the provisions of bus code.

19.2 Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system.

19.3 The width and height of windows shall be as given in the Bus Code.

**20.0 Emergency Exit**

20.1 Emergency exits shall be provided in the bus as per the provisions of the Bus Code/ CMVR.

20.2 Total number emergency doors/ exit/ aperture shall be minimum two as per the Bus Code.

20.3 At least one emergency exit of size 1250 x 550 mm shall be provided on opposite side of the service door.

20.4 One escape roof hatch having inscribed area of 70 x 50 cm shall be provided as emergency exit.

20.5 The Bidder shall also provide one additional ejectable type window open from inside for emergency exit or one breakable window on right hand side in addition to minimum two numbers of emergency exits as per the Bus Code/ CMVR.

20.6 For emergency exit purpose, service doors equipped with power operated system shall be provided with mechanism to be readily operable by hand.

**21.0 Floor**

21.1 The floor level of bus shall be at a maximum height of 400 mm from the ground level in unladen condition. The floor shall be flat except wheel arches on which seats can be located. The floor slope shall not exceed 6%. Low floor area shall not be less than 50% of the total floor area.

21.2 Floor shall be constructed with minimum 12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2 gm/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board IS 710-1976/ latest and fire retardant as per IS 5509-2000 (IS 15061:2002). The floor shall be coated with Anti-skid material of 3 mm thick anti-skid type silicon grains ISO: 877/76 for colour, IS: 5509 for fire retardancy.
21.3 Provision for wheel chaired disabled person for easy ingress, locking the wheel chair during motion and easy egress shall be made.

22.0 Gangways

The gangway shall be as per the provisions of the AIS 052 Bus Code and would meet the statutory requirements. Minimum interior head room at the center line of gangway shall be 1900 mm min. as per Bus Code.

23.0 Handrails and Handholds

The Handrails and Handholds (Strap hangers) shall be provided as per provision of bus code. The surface of handrails & handholds shall be slip-resistant. Depending upon the size of the bay (i.e. between two consecutive roof hand rail brackets), minimum 2 to 4 numbers handholds per bay shall be provided so that every standee passenger is able to grab a hand hold. Hand holds shall comply with AIS 046.

24.0 Escape Hatch

In addition to emergency exits, at least one escape hatch will be fitted in the roof as per the bus code.

25.0 Stanchions

Vertical stanchions shall be so positioned to facilitate access to seats for those standing. The stanchions shall comply with UBS II spec with tubing with PVC sleeve or powder coated. Each stanchion shall be provided with buzzer switch at the height of 1200 mm (max.) for the convenience of passengers to announce their wish to alight the bus. The stanchion shall be provided as per provision of AIS-052 and AIS – 153.

26.0 Passenger Seats

26.1

24.2 The seats (design, spacing and sizing) and its anchorages shall comply AIS 052 Bus code specification for Semi DLX type and AIS 023. The passenger seats preferably should be front facing, (in case rear facing seats are provided, suitable head restraint complying applicable AIS standard.) comfortable, durable & maintenance free of ‘PP-LD’ (Polypropylene Low Density)/ LDPE moulded construction meeting the performance requirements of AIS 023 and other requirements as per the Bus Code. The PP-LD/LDPE moulded seat shall be appropriately fitted with moulded flame retardant Polyurethane (PU) cushion for seat & back rest as per Bus Code. The seats shall be upholstered with waterproof expanded vinyl coated fabric to match the seat & interior décor conforming to IS 8698 of Class-A, Grade-I, Type-A. Suitable integral type seat hand grab rails shall be provided, one on top of backrest & one at the back of backrest, for seated passengers. However, the seat pitch shall be as per
A hand rest shall be provided to the gangway side of passenger seats on isle side.

26.2 The seating lay out should be in 2x2 layouts meeting the bus code requirements.

27.0 **Seat Belts and its Anchorages**

Seat belts shall be provided for the seats as per the provisions of CMVR & the Bus Code. Seat, Seat belts and its anchorages shall conform to the requirements of AIS 023, AIS 005 and AIS 015. It is applicable for driver seat only.

28.0 **Driver’s Work Area**

28.1 A driver door of not less than 1600 mm height and 650 mm wide, with maximum space for sliding window using the material like glazing & glass as used in the other side window glasses, shall be provided for entry and exit to driver’s work area. The hand holds, steps and all other requirements of driver’s work area shall be as per the provisions of the AIS 052 Bus Code. The driver’s work area shall have a light to provide general illumination and it shall illuminate the half of the steering wheel nearest to the driver. Brake, Pedal angle shall be determined from a horizontal plane regardless of the slope of the cab floor. Specific attention shall be provided to this driver’s work area to provide pleasing and healthy working atmosphere / conditions, minimize work load and operational fatigue through automation and ergonomic design. The drivers cab shall be fitted with a 24V DC, 200 mm dia. fan mounted at proper height on side structure to provide adequate ventilation of minimum 20 air changes per hour of Driver’s work space. The colour of fan shall match the interior decor of the bus.

28.2 **Driver’s seat** - The Driver’s seat with head restraint shall meet the requirements of AIS 023. The seat shall be adjustable in all three axes with a provision of adjustment of Torso angle. The seat shall have pneumatic spring for ride comfort.

28.3 **Driver partition** - The Driver partition shall be provided as per the AIS 052 Bus Code. The partition glass shall be tinted to minimize the glare & reflection in the windscreen directly in front of the barrier from interior light during night operation.

28.4 **Driver’s Barrier assembly** - A Driver’s Barrier assembly of MS tubular construction with chrome plating shall be fitted in driver’s cab. The manually operated driver barrier assembly shall be provided before the front Exit door.
Draft Concession Agreement for Cluster No. Operation of Private Stage Carriage Services in Delhi

for the protection of the passenger standing near the gate in the gangway of the driver cab. The driver shall be able to operate the barrier assembly easily while sitting.

29.0 Dashboard Instrumentation and Control System

29.1 The bus shall have aesthetically and ergonomically designed dash board and instrument panels molded in suitable polymeric material. All the dashboard controls and instrumentation system shall be as per the bus code. The bus shall have dash board with full instrumentation panel containing meters and gauges to indicate important parameters like air pressure in brake tanks, coolant temperature, battery charging current, fuel level, side indicators, head lights, hand brakes, engine oil pressure etc. In addition, warning lights for low engine oil pressure, high cooling system temperature & low coolant level, low air pressure and battery weak shall be provided at the driver’s dash board. There should also be provision for inter lock between door exit/entry door open and vehicle move moment i.e. vehicle should not move if any of the door is open. The illumination of the self-lighted symbols shall be adequate to be easily seen during day time ambient light in the driver’s compartment. All the symbols and Tale tells on instrument panel shall be visible from the driver’s eye points during seated position without excessive and unnatural neck movements.

30.0 Rear-view Mirrors- Interior and Exterior

Rear-view mirrors shall be provided on both sides of the bus to enable driver to have clear side/rear views. One interior rear-view mirror shall also be fitted for viewing passenger saloon area by the driver. Installation and performance requirements of the rear-view mirrors shall conform to AIS 001 and AIS 002. Additionally, front bumper-vision mirror shall be provided.

Reverse parking digital camera mounted on or near dash board. The system shall comply with provisions of AIS 145 (Annexure 7). This indirect vision system shall get activated upon engagement of reverse gear. It should give audio warning on reaching the critical distance available for reverse parking.

31.0 Sun Visor

Adjustable sun visors shall be provided for the windshield & the driver’s side window. Visors shall be shaped to minimize light leakage between the visors & windshield. Visors adjustment shall be made easily by hand with positive locking & releasing devices and shall not be subject to damage by overtightening. Sun visor construction & material shall be strong enough to resist breakage during adjustment. Visors wherever deployed shall be effective in the driver’s field of view at angles of more than 5° above horizontal.

32.0 Electric Horn
An electric horn conforming to BIS: 1884-1993 or latest and installation requirements conforming to AIS 014 shall be fitted in the bus.

### 33.0 Destination Boards and Public Information System

33.1 Alphanumeric Dual Display Technology Amber colour LED based electronic route display system in English and Hindi of high intensity illumination with automatic brightness control shall be installed at the front, rear and side of bus with GPS triggered next bus stop announcement in the bus and display on internal display board. Destination boards should comply with IS 16490 BIS standards and the certificate of compliance should be produced at the time of inspection of prototype from approved test agency under CMVR. Detailed compliance to specifications contained in IS 16490:2016 with latest Amendments--LED Destination Board System for Buses – Specifications has to be adhered to.

33.2 The compliance of regulatory standard as per AIS-052 (As applicable on date of manufacturer) – Code of Practice for Bus Body Design and Approval. Clause 2.2.15.3, Clause 2.2.25.1, shall be duly ensured.

### 34.0 Towing Device

The bus shall have provision of heavy-duty ring type towing devices in the front and rear bumpers area with load transfer to bus structural members. The capacity of each towing device shall be 1.2 times (minimum) the kerb weight of the bus within 30 degrees of the longitudinal axis of the bus.

### 35.0 Wind screen – Front and Rear

Windscreen glasses shall meet the requirements of BIS 2553: Part II-1992 or latest and that of CMVR and Bus code. The glazing used for fitment of glasses shall be Ethylene Propylene Dien Monomer (EPDM) rubber of black colour and appropriate adhesive material. Optionally windscreen may be pasted with suitable adhesive. The front windscreen shall be curved, single piece laminated safety glass and provided with demisting feature / system. Rear windscreen shall be single piece toughened flat or curved glass.

For window and other glasses it shall be tinted and toughened safety glasses as per IS 2553 (Part-2)–1992/latest of 4.8-5.3 mm thickness and AIS 052 Bus Code. The windows shall be single piece fixed glass type design. Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system.

### 36.0 Wind Screen Wipers

The windscreen washing and wiping system shall be in accordance with CMVR/ IS: 7827 Part1, 2, 3 (section 1, 2) or latest.

### 37.0 Fire Extinguishers
Multipurpose dry powder type (Stored pressure), duly filled fire extinguishers conforming to BIS: 13849-1993 or latest, of capacity and quantity as per the provisions of AIS-052 notification of Government of India, shall be provided as per the Bus Code. Fire extinguishers shall be encased & fitted with proper reinforcement. The enclosure box shall have transparent breakable glass at front cover.

**38.0 First Aid Kit**

First aid kit complete with items, medicines, bandages etc. shall be provided as per the provisions of CMVR. The kit shall be fitted near driver seat at appropriate position.

**39.0 Persons with Disabilities**

The Persons with Disabilities (PWDs) system shall meet the requirements as given in AIS 052(Bus Code) and CMVR. Also, low floor bus should have accessibility to (PWDs) including a suitable wrap around type manually operated wheelchair stabilizing system along with disabled friendly access system at entrance door.

**40.0 Bus dimensions**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Low floor Bus</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Overall length</td>
<td>As per CMVR with minimum 12000 mm</td>
</tr>
<tr>
<td>2</td>
<td>Overall width</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>3</td>
<td>Overall height</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>4</td>
<td>Wheel base</td>
<td>6100 with tolerance of -200 and + 400 mm</td>
</tr>
<tr>
<td>5</td>
<td>Ground clearances within the wheel base</td>
<td>Not less than 240 mm</td>
</tr>
<tr>
<td>6</td>
<td>Ground clearance at axle</td>
<td>Minimum 175 mm [ As per Urban Bus Specifications]</td>
</tr>
<tr>
<td>7</td>
<td>Floor height at service doors at curb weight</td>
<td>Not more than 400 mm</td>
</tr>
<tr>
<td>8</td>
<td>Front overhang</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>9</td>
<td>Rear overhang</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>10</td>
<td>Turning clearance radius</td>
<td>As per IS-9435 and IS-12222 As per CMVR</td>
</tr>
<tr>
<td>11</td>
<td>Ramp over angle</td>
<td>As per IS: 12218</td>
</tr>
<tr>
<td>12</td>
<td>Departure Angle</td>
<td>As per IS:12218</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Description</td>
<td>Low floor Bus</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>13</td>
<td>Approach angle</td>
<td>As per IS:12218</td>
</tr>
<tr>
<td>14</td>
<td>Seating capacity</td>
<td>2 x 2 with seating capacity of minimum 34 nos. (excluding driver) and space for one wheelchair with provision for seat belt, wheelchair anchorage No. of standee shall be declared by Vehicle manufacturer based on the floor space available for that purpose. Ref. Bus code AIS 052</td>
</tr>
<tr>
<td>15</td>
<td>Gross Vehicle Weight(GVW)</td>
<td>As per CMVR</td>
</tr>
</tbody>
</table>

41.0 Battery, Alternator, Self-starter

41.1 The battery system shall be 24V, minimum 180 Amps-hour capacity, low maintenance type lead acid batteries. The batteries shall be well secured to a hinged/ pivoted or slide out type carrier for ease of access for repair & maintenance, replacement and suitably ventilated for escape of fumes but insulated against ingress of dust and moisture. Performance requirements of the batteries shall conform to BIS: 7372-1995 (or latest) / IS 14257 – 1995 (or latest).

41.2 Battery terminals with positive locking system (e.g. angle type terminal with provision for double bolting) duly protected against all possible short circuit risk shall be provided.

41.3 Each battery cable shall be covered with flame retardant corrugated flexible pipe and shall be properly encased & clamped.

41.4 A Heavy-duty battery cut-off switch shall be provided near the driver seat on side panelling at appropriate level for disconnecting the power supply from the battery except for safety devices such as fire suppression system & other systems as specified. The battery cut-off switch with the power plant operating, shall not damage any components of the electrical system in off position. The battery cut-off switch shall be capable of carrying & interrupting the total circuit load.

41.5 The bus shall have 24 Volt DC double pole wiring for all its electrical equipment except in unavoidable circumstances. A separate system/mechanism shall be provided for the discharge of electrostatic charge induced during the operation of vehicle. Appropriate precautions shall be taken in case
of single pole wiring to avoid spark in subassemblies such as self-starter, alternator etc.

41.6 An adequate capacity alternator of 24 Volt DC with consistent output to take care of high idling periods in city operation shall be provided.

41.7 A pre-engaged type 24 Volt DC Self-starter of adequate capacity with relay shall be fitted in the bus.

42.0 Electrical equipment and wiring

42.1 Electrical equipment and wiring shall be conforming to Indian Standards. All cabling shall be as per the provisions of the Bus code/CNG safety requirements as provided in CMVR. The wiring shall be flame proof, ISI marked conforming to BIS: 2465-1984 or latest. Wiring shall be grouped, numbered and/or colour coded. Wiring harnesses shall not contain wires of different voltage classes unless all wires within the harness are insulated for the highest voltage present in the wiring harness. Kinking, grounding at multiple points, stretching & exceeding minimum bend radius shall be prevented.

42.2 The wiring looms/ harness for vehicle system of the bus shall be properly routed, encased/ concealed type and mounted to eliminate chances of any spark.

42.3 All electrical fittings and lights shall be fully wired up, running in flame retardant black colour PVC sleeves as per applicable Indian standards and installed in a manner to facilitate easy inspection/ rectification/ replacement. Wiring should be of multiplexing type with double insulation. The lay out and compliance to standards should be as prescribed in CMVR.

42.4 All electrical & electronics hardware shall be accessible & easily replaceable and mounted on an insulating panel to facilitate replacement. The mounting of the hardware shall not be used to provide the sole source ground and all hardware shall be isolated from potential EMI/ RFI.

42.5 All electrical/ electronic hardware mounted in the interior of the bus shall be inaccessible to passengers & hidden from view unless intended to be viewed.

42.6 All electrical/ electronic hardware & its mountings shall comply with the shock & vibration requirements.
42.7 All branch circuits except battery to starting motor & battery to generator/alternator circuits shall be protected by circuit breakers or fuses sized to the requirements of the load. Circuit breakers or fuses shall be sized to a minimum of 15% larger than the total circuit load current. The current rating for the wire used for each circuit must exceed the size of the circuit protection being used.

42.8 To the extent practicable, wiring shall not be located in environmentally exposed locations under the vehicle. Wiring & electrical equipment necessarily located under the vehicle shall be insulated from water, heat, corrosion & mechanical damage. Where feasible front to rear electrical harnesses should be installed above the window line of the vehicle.

42.9 Two separate additional out-lets are to be provided with appropriate relays & fuses in wiring harness for fitment of electrical auxiliary devices/ systems to be added later on in the buses, if required.

42.10 Minimum two DC (Direct Current) out-let of 24V will be provided at suitable location for charging of electrical/electronic equipment like Mobile Phone, etc.

42.11 If any electronic components have internal clocks, they shall have their own battery back up to monitor time when main battery power is disconnected.

42.12 RF components such as global positioning system (GPS) etc. whenever provided shall use coaxial cable to carry the signal. The RF systems require special design consideration for losses along the cable. Connectors shall be minimized, since each connector & crimp has a loss, which will contribute to attenuation of the signal. Cabling should allow for the removal of antennas or attached electronics without removing the installed cable between them.

42.13 All electric / electronic systems shall have protection against reverse polarity. Certificate of compliance for reverse polarity to be furnished at the time of prototype approval.

43.0 Lights, Lighting and Light signalling Systems

43.1 Interior saloon lighting system shall have LED light panel providing minimum light intensity of 50 lux measured at seat level and mounted in two separate circuits in staggered formation for uniform lighting. Wiring should be of multiplexing type with double insulation and fire-retardant type. All lighting to be of LED type only.
43.2 Headlamps fully conforming to CMVR requirements including fitment of head levelling device with relay and side light etc. shall be suitably styled into front-end construction. All lighting and light signalling devices, its fitment and performance shall comply with requirements of CMVR and/or AIS 052 Bus Code.

43.3 White and Red height marker lights shall be fitted at both top side corners of the front and rear panel of the bus respectively.

43.4 Side Indicator, Brake, Reverse & parking light shall be fitted as per CMVR. Side markers shall be provided on both sides as per bus code/ AIS 008

43.5 All the lights, their wattage and lighting systems shall conform to the requirements of Bus code, CMVR and other relevant AIS standards and shall be arranged aesthetically.

43.6 Lights shall be provided for illuminating exit/entrance door area. The lights for exit/entrance door areas shall be flushed as far as possible. Protrusions (if any) shall conform to relevant CMVR/ AIS Standards.

43.7 A well-lighted bus registration number plate shall be fitted at rear as per the provisions of CMVR.

43.8 All button and switches shall be labelled and located on a panel to the right as well as left side of the driver taking in to account convenience of operation and ergonomic. For emergency operation each door will have covered switch at suitable place both inside and outside the vehicle body.

43.9 A reverse buzzer shall be installed at the rear of the bus to sound intermittently when reverse gear is engaged.

43.10 A suitable light shall also be provided in the engine compartment for ease of maintenance/ emergency repairing.

44.0 **Pollution under control (PUC) Certificate Holder**

A suitable holder with clear acrylic sheet cover shall be provided in driver cab near driver seat at appropriate level for fixing of PUC certificate.

45.0 **Conductor Buzzer**
An electric buzzer shall be provided in the driver’s cab. The buzzer’s switch shall be provided near the rear door at an appropriate location for easy operation by the conductor.

46.0 Conspicuity

A retro-reflective tape complying with AIS 90 specifications for conspicuity will be pasted on the vehicle. In front it will be of white colour, on side of the vehicle it will have white or yellow colour and in the rear of the vehicle it will be of red colour. The tape and make has to be type approved.

47.0 Fog Lamps

The bus shall be fitted with fog lamps as prescribed in CMVR.

48.0 Provisions for Advertisement Card Holders/Exterior Advertisement Friendly Design

The bus should have a provision for replaceable ‘Coving Panels’ (PVC panels) for advertisements on both sides of the bus. These panels of suitable size should be insertable in a bracket matching with the bus contours fixed above window frame and below roof sealing. The maximum number of panels as could be accommodated along the length shall be provided.

49.0 Ventilation system

For sufficient and proper air ventilation in the form of 24V DC, 200 mm cabin fan (12 Nos. Min) shall be provided on each side pillar on both sides of the bus. Further the drivers cab shall be fitted with a 24V DC, 200 mm diameter fan mounted at proper height on side structure. The colour of fan shall match the interior decor of the bus.

50.0 Interior Noise and pass by noise

Interior noise shall not be more than 81 Db (A) when tested as per AIS 020 and pass by noise requirements as per CPCB/CMVR when tested as per IS 3028: 1998 or latest rev. Type Approval testing and certificate by the test agency under CMV Rule 126 shall be produced at the time of prototype approval. The pass by noise of the vehicle shall confirm to CMVR requirements when tested as per BIS: 3028:1998.

51.0 Rain simulation testing
All production including prototype buses shall undergo and comply rain simulation test (Shower testing) as per IS; 11865 latest rev.
52.0 EMI and EMC

The fully built bus shall comply with CMVR / AIS 004 (Part 1 and 2). Type Approval testing and certificate by the test agency under CMV Rule 126 shall be produced at the time of prototype approval.

53.0 Specifications of Intelligent Transport System (ITS)

The ITS enabled bus with On Bus Intelligent Transport System will have ITS Control Unit, together with bus driver display console. The bus will have Passenger Information System (PIS System) at front, rear, side and internal display board with integrated voice announcement system as per requirements given in Clause 34 above, integrated GPS device for Automatic Vehicle Location System (with compliance of AIS 140 with emergency buttons for access to every passenger in the bus, preferably protected enclosure for switch) and Security Camera Network (CCTVs) with reverse gear and display screen should meet the specification for IP based cameras and mNVR as per Detailed specification document for CCTV devices as per IS 16833:2018 : CCTV system with integrated emergency System or minimum specifications as per Appendix to Schedule 2, whichever is superior shall be complied. The amendments/exemptions shall be intimated as and when received otherwise the bidders have to abide by the BIS standard. The vehicle manufacturer shall use Make-in-India make ITS items in the manufacturing of the buses.

The bus should have 3 (Three) internal and one Reverse Parking camera and Bus Driver Display Screen to telecast the output from each of the camera in a systematic manner, as per the aforementioned specification. The certificate of compliance (Type Approval Certificate) shall be submitted at the time of inspection of prototype from approved test agency under CMVR. In case of said items do not cover Under Type Approval Certification to be issued by Testing Agency as per CMVR, these items be got approved one time from the testing authority as per the specified standards/specifications. The architect to be finalized by the Purchaser at the time of Prototype”.

The other conditions to be complied by the OEM are as given below:

a) VEHICLE TRACKING SYSTEM: To carry out on line vehicle tracking there shall be tracking device (VLT/ATD) as per system conforming to provisions stipulated in IS 16833:2018 - Annex A with latest Amendments (with compliance of AIS 140 with emergency buttons for access to every passenger in the bus, preferably inbuilt box).

b) The on-board equipment shall be tamperproof and theft proof.
c) All the required cables power and signal from battery and device to
device shall be laid properly as per the provision of Bus Code for
electric cables.

d) The common minimum requirement of VHMD parameters will be-CNG
fuel pressure, Coolant Temperature, Engine Speed, Vehicle Speed.

e) Rear View Camera System to display the zone behind the vehicle shall
be provided along with display on or rear dash board. The Reverse
Parking Alert System (RPAS) shall comply with provisions of AIS 145.
This indirect vision system shall get activated upon engagement of
reverse gear. RPAS should give audio warning on reaching the critical
distance available for reverse parking.

f) The main hardware will inter alia include the following:

i. Front LED Display
ii. Rear LED Display
iii. Side LED Display
iv. Internal LED Display with Integrated/Synchronized Voice
    Announcement System
v. Amplifier, Speakers
vi. ITS Controller with Display
vii. GPS Device (Automatic Tracking Device) with Emergency Button(s)

viii. Power and Communication Harness
ix. Bus Driver Display Console 7” TFT- Screen in front of driver
    (including reverse view)

x. Surveillance Cameras (3Nos.), three numbers to monitor bus
    interiors (doors, driver zone, ticketing zone etc.) and one no.
    Reverse–Parking Digital Camera.

xi. Digital video recorder mNVR) with Hard Disk 1TB -2.5” Solid
    State Drive (SDD) (Output telecast from each Camera)

g) Two-way audio communication shall include VoIP, Cellular and Text
    messaging from Control Centre on Bus Driver Display.

h) Integration of Security Camera Network (CCTVs) with Control Centre
    of DoT to enable:
    - Live View on Map and Live Alerts information at Control
      Centre, at Depot and on Smart Phones
    - Live Alerts information will include: Panic Button, Video Loss
      Alarm, Hard Disk Full, Hard Disk missing, Hard Disk read and
      write descriptions, Intrusion Alarm (Enclosure Open) as
      minimum requirement.
    - Download Live and Recorded Video from Control Centre

54.0 Hammers for breaking window glasses during emergency
Adequate numbers of hammers of suitable design and weight for breaking window glasses during emergency shall be provided and suitably mounted on the interior walls of passenger saloons. Mounting of hammer shall be pilferage-proof.
55.0 Heating, Ventilation and Air conditioning (HVAC) climate control system:

(a) The HVAC system shall be provided for heating as well as cooling of the interior whole compartment of the Bus as per the environmental conditions of Delhi.

(b) The whole bus body shall be thermally insulated with flame retardant Polyurethane or glass wool of minimum 40 kgs/m³ density as per bus code.

(c) The Air Conditioning System-Specifications and test procedure for type approval will be as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Specifications</td>
<td>a) For up to 42°C of saloon temperature and b) For &gt; 42°C of saloon temperature</td>
</tr>
<tr>
<td>2</td>
<td>Target results</td>
<td>a) 24± 4°C (up to 42°C) b) Temperature gradient of 15° (&gt; 42°C of saloon temperature) e.g. If the saloon temperature is 45°, then the target temperature inside the bus is 45°-15°= 30° c) Minimum average air velocity at air vent is 4.5 m/s</td>
</tr>
<tr>
<td>3</td>
<td>Procedure</td>
<td>1. Soak for 1 hour 2. At 2000 rpm 3. Upto 42°C: pull down time 30 minutes (maximum) (for more than 42°C of saloon temperature, pull down time within 40 minutes (maximum)) 4. Thermocouple to be placed over place minimum 20 numbers. at nose level</td>
</tr>
<tr>
<td>4</td>
<td>Air Curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m³/hr at each gate. Type of air curtains at entry exit gates their power consumption etc be accounted for while deciding engine power, etc</td>
<td>Required</td>
</tr>
<tr>
<td>5</td>
<td>Additional requirements</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Air circulations and ventilation in driver’s area</td>
<td>An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab. Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3-speed adjustment.</td>
</tr>
<tr>
<td>5.2</td>
<td>Maximum noise levels inside the saloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020</td>
<td>84 dba (to be achieved a maximum noise level of 81 dba from 1st April 2015 onwards).</td>
</tr>
</tbody>
</table>
Appendix to schedule 2: SPECIFICATION AND COMPLIANCE OF IP CAMERA

### A. Specification and Compliance of IP camera

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Minimum Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The IP camera should have colour camera (monochrome in night with IR on).</td>
</tr>
<tr>
<td>2.</td>
<td>The IP camera shall have fixed, 3.6 mm lens.</td>
</tr>
<tr>
<td>3.</td>
<td>The IP camera shall have minimum <strong>2 megapixels, 1920 x 1080</strong> pixels camera resolution.</td>
</tr>
<tr>
<td>4.</td>
<td>The IP camera shall have 1/3” CCD or 1/3” CMOS progressive scan image sensor.</td>
</tr>
<tr>
<td>5.</td>
<td>The IP camera shall support H.265, H.264, MPEG-4 and M-JPEG Video Compression.</td>
</tr>
<tr>
<td>6.</td>
<td>The IP camera shall support G.711 or G.726 Audio Compression.</td>
</tr>
<tr>
<td>7.</td>
<td>The IP camera shall support 1 to 25 fps for different resolution.</td>
</tr>
<tr>
<td>8.</td>
<td>The IP camera shall have a minimum illumination of 0.01 Lux at F1.2 with IR Off and 0.0 Lux with IR On.</td>
</tr>
<tr>
<td>9.</td>
<td>The IP camera shall have shutter time of 1/50 sec to 1/100 000 sec.</td>
</tr>
<tr>
<td>10.</td>
<td>The IP camera shall have built-in infrared LEDs with range of minimum 10 m, Auto Day/Night.</td>
</tr>
</tbody>
</table>
| 11.    | The IP camera shall have ruggedness of:  
|        | a) Rugged, vibration, shock and tamper proof metal housing, and  
|        | b) Anti-vibration installation with multipoint locking mechanism in horizontal and vertical direction. |
| 12.    | The IP camera shall have either built-in microphone or separate microphone |
| 13.    | The IP camera shall support Image enhancement of auto-tracking white balance (ATW), automatic gain control, wide dynamic range (WDR) and Automatic backlight compensation (BLC). |
| 14.    | The IP camera shall receive power from mNVR through power-over-Ethernet. |
| 15.    | The IP camera shall support automatic motion detection, Camera Tamper alerts |
| 16.    | The IP camera shall support RJ45 10/100 M ethernet interface. |
| 17.    | The IP camera support ONVIF Profile S compliant. |
| 18.    | The IP camera shall comply to IP66 rating |
| 19.    | **The IP camera shall support below mention protocols:**  
|        | • HTTP; TCP; UDP; NTP |
| 20.    | **The IP camera shall support below mention streaming methods:**  
|        | • Unicast, Multicast |
B. Specification and compliance of Mobile NVR

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Minimum Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The mNVR shall have one video output.</td>
</tr>
<tr>
<td>2.</td>
<td>The MNVR shall have four channel video inputs.</td>
</tr>
<tr>
<td>3.</td>
<td>The mNVR shall have one audio output.</td>
</tr>
<tr>
<td>4.</td>
<td>The mNVR shall have two-way communication (2 nos.) within bus mobility environment to communicate with CCC operator</td>
</tr>
<tr>
<td>5.</td>
<td>The mNVR shall support H.265 and H.264 video compression standards.</td>
</tr>
<tr>
<td>6.</td>
<td>The mNVR shall support G.711 or G.726 audio compression standards.</td>
</tr>
<tr>
<td>7.</td>
<td>The mNVR shall support dual streams, both streams independently controllable for each camera resolution and frame rate.</td>
</tr>
<tr>
<td>8.</td>
<td>The mNVR shall support 1080p/ 720p/ 4CIF/ 2CIF/ CIF/ QCIF (can be set independently for each channel, for both streams) recording resolutions.</td>
</tr>
<tr>
<td>9.</td>
<td>The mNVR shall support 1 to 25 fps for all channels at 1080p resolution and frame rate can be set independently for each camera, for both streams or vehicle having four CCTV cameras.</td>
</tr>
<tr>
<td>10.</td>
<td>The mNVR shall have a minimum of four input (NO/NC) and two output alarm sensors.</td>
</tr>
<tr>
<td>11.</td>
<td>The mNVR shall have storage of 1 TB, solid state drive (SSD) with suitable anti-vibration mechanism storage to be pluggable and easily removable, secure and protected by lock for vehicles</td>
</tr>
<tr>
<td>12.</td>
<td>The mNVR will record in normal, schedule based, alarm triggered, motion detection mode. Alarms triggered modes may include alarms triggered via digital I/O input, For example, emergency button, emergency door Open, brake on, reversing, mNVR enclosure open.</td>
</tr>
<tr>
<td>13.</td>
<td>The mNVR will support event based recording and tagging: a) Pre-recording – 1 to 30 min, and b) Post-recording – 1 to 30 min.</td>
</tr>
<tr>
<td>14.</td>
<td>The mNVR shall support configurable shut down delay after ignition off – up to 24 h (Configurable in hours and minutes)</td>
</tr>
<tr>
<td>15.</td>
<td>The mNVR shall have facility of integrated PoE switch supporting peak power requirement for four CCTV cameras with infrared on and integrated PoE switch supporting peak power requirement for all CCTV cameras within Bus with infrared on.</td>
</tr>
<tr>
<td>16.</td>
<td>The mNVR shall have network/communication interfaces as: a) LAN – 1 RJ45 interface (in addition to the camera ports), and b) Wi-Fi – 802.11/b/g/n (optional). c) Built-in 4G/LTE module, supporting both 2G, 3G and 4G/LTE (at least 900, 1800 and 2100 MHz frequency bands), Support for SMS, voice, data (GPRS, TCP/IP) with multiple network OTA switching capabilities.</td>
</tr>
<tr>
<td>17.</td>
<td>Support embedded SIM/UICC (As per GSMA guidelines / DoT (TEC) guidelines) to cater to the automotive operational requirement such as vibration, temperature and humidity and provide long life span with at least 10 years life and more than 1 million</td>
</tr>
<tr>
<td>S. No.</td>
<td>Minimum Specifications</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------</td>
</tr>
<tr>
<td></td>
<td>read/write cycles.</td>
</tr>
<tr>
<td>18.</td>
<td>Device shall have built-in/integrated 3 axis accelerometers and 3 axis gyroscopes for accessing driving conditions such as rapid acceleration, sudden braking and hard turn.</td>
</tr>
<tr>
<td>19.</td>
<td>System shall have provision of secured data transmission to the backend from the devices through secured channel. Secured channel means encrypted data transmission from device to backend using a secured tunnel on communication medium such as ‘Secured dedicated APN or 2G/3G/4G/LTE network’</td>
</tr>
</tbody>
</table>
| 20.   | It will provide the following additional information:  
  a) GPS data via RS 232/Ethernet to other on–bus devices, and  
  b) Receive route number information from other on-board devices and transmit to backend. It will support transmission mode. |
| 21.   | Always –On, turned ‘On’ by:  
  a) Emergency button, or  
  b) SMS or telephone or alerts from I/O. |
| 22.   | The mNVR shall have ONVIF profile S compliant. |
| 23.   | The mNVR shall support the external interfaces 1 RS232, 1 USB 2.0. |
| 24.   | The mNVR have external GSM & GPS antenna. |
| 25.   | The mNVR shall have minimum five configurable image settings (one to be the best quality). |
| 26.   | The mNVR shall have tamper-proof watermark. |
| 27.   | The mNVR video over-written to be configurable to support:  
  A) Cyclic overwriting (oldest recording to be overwritten).  
  b) Event tagged recording not to be overwritten for a longer period (7 to 30days, configurable). |
| 28.   | The mNVR shall have all input and output connections to be vibration/shock resistant and locking as per BIS (IS 16833) shock and vibration test. |
| 29.   | The mNVR shall have LED indicators for power, recording, network. |
| 30.   | The mNVR shall be capable of communicating system health parameters over 2G/3G/SMS along with:  
  a) Capable of sending health parameters (cameras not-functioning, cameras tamper, storage error, storage full, video loss, camera cover) at specified frequency to the server  
  b) Capable of sending images, video and snapshot (of configurable resolution, (1080p, 720p, 4CIF, CIF, 2CIF, QCIF) from each camera to the server at specified frequency (configurable).  
  c) Capable of detecting failure, error or tamper of cameras or any component and sending alert to server. |
<p>| 31.   | The system shall support over the air configuration parameters for mNVR and cameras and over the air upgrade of firmware. |</p>
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Minimum Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>32.</td>
<td>The system shall support independently configuration of motion detection zones for each camera.</td>
</tr>
<tr>
<td>33.</td>
<td>The system shall have built in RTC, drift not more than 10s at any time.</td>
</tr>
<tr>
<td>34.</td>
<td>The mNVR should provide video and audio download facility for the desired date/time and duration. It should be possible to connect a laptop to mNVR through network cable on RJ45 port and open mNVR’s user interface in a standard browser using a standard URL such as <a href="http://dvr">http://dvr</a> with no/minimum configuration requirement of the laptop’s network settings.</td>
</tr>
<tr>
<td>35.</td>
<td>After entering user-id and password, it will be possible to search, view, select and download video clips of desired duration and date/time in standard formats such as (.avi) or (.mpg). It will not be possible to delete any video or change configuration settings using this set of user-id and password.</td>
</tr>
</tbody>
</table>
| 36.   | The system shall be capable of:  
|       | a) In normal situation, the mNVR will send system health status data and images from cameras to the backend server, at configurable frequency over 4G/LTE network. On press of an emergency button, the mNVR will automatically send the video from cameras to the backend server over 4G/LTE at configurable frame rate and configurable resolution.  
|       | b) In case the vehicle moves to an area where 4G coverage is not present, the mNVR will automatically shift to 3G/EDGE/GPRS (2G) connectivity to send the system health status data. Also, in such case, on press of an emergency button, the mNVR will automatically shift to a lower frame rate and resolution (both configurable/self-adaptive) and send the video from cameras to the backend server over 3G/EDGE/GPRS (2G). |
| 37.   | The mNVR shall be powered from the battery of the vehicles. The mNVR should be capable of working on a wide range of voltage (say 8 to 32 V), in order to account for the fluctuations of the vehicle battery voltage. Also, it should be possible to have a delayed shut-down after ignition off, so that cameras can keep on recording for a specified period (say 1 h) After ignition switch-off. |
| 38.   | The system should support any operational GNSS system (Location, speed, heading, time stamp) data polling and capable of sending this data at a frequency shall be 5 s during vehicle operation and not less than 10 min. **Device shall be capable for operating in L and/or S band and include support for NAVIC/IRNSS (Indian Regional Navigation Satellite System).** |
| 39.   | The system shall have feature of location on demand on minimum 3G and configurable backup SMS facility in case of 4G/LTE//3G/GPRS failure. |
| 40.   | The system shall have external GPS antenna. |
| 41.   | The System shall capable of store minimum 40,000 positional logs. |
| 42.   | The system’s GNSS module shall have an acquisition equal to or better than (-) 145 dBm with GNSS/ 140 dBm with IRNSS (NAVIC as applicable.) |
| 43.   | The system’s GNSS module shall have a tracking sensitivity equal to or better than (-) 160 dBm with GNSS/153 dBm with IRNSS (NAVIC as applicable). |
### Minimum Specifications

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Features</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>44.</td>
<td>The system shall have positional accuracy of less than 6 m 2DRMS (on ground) or 2.5 m CEP (on ground).</td>
<td></td>
</tr>
<tr>
<td>45.</td>
<td>The system’s GNSS module should have: a) The capability of hot start &lt; 10s b) The capability of warm start &lt; 60s c) The capability of cold start &lt; 120s</td>
<td>The above timing shall be applicable after MNVR boots up.</td>
</tr>
<tr>
<td>46.</td>
<td>The system should have the A-GPS (Assisted GPS) support.</td>
<td></td>
</tr>
<tr>
<td>47.</td>
<td>The system shall have the capability to send serving and adjacent cell ID as well as network measurement report (NMR).</td>
<td></td>
</tr>
<tr>
<td>48.</td>
<td>The system shall have the over the air capability as: a) Download of firmware as well as configuration parameters, b) Remote administration and firmware update over the air, and c) Device should be capable of sending a packet to two different IP addresses.</td>
<td></td>
</tr>
<tr>
<td>49.</td>
<td>USB 2.0 interface or better</td>
<td></td>
</tr>
<tr>
<td>50.</td>
<td>Support (802.11 b/g/n) 2.4 GHz LAN- minimum 10m range</td>
<td></td>
</tr>
<tr>
<td>51.</td>
<td>Support easy configuration</td>
<td></td>
</tr>
<tr>
<td>52.</td>
<td>Support external SD card for backup</td>
<td></td>
</tr>
<tr>
<td>53.</td>
<td>Support data export from mNVR</td>
<td></td>
</tr>
</tbody>
</table>

### C. Specification and compliance of Rugged Housing for mNVR

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Features</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Material:</td>
<td>Enclosure: Sheet steel</td>
</tr>
<tr>
<td>2.</td>
<td>Door:</td>
<td>Sheet steel, all-round foamed-in PU seal</td>
</tr>
<tr>
<td>3.</td>
<td>Surface finish:</td>
<td>Enclosure and door: Dipcoat primed, powder-coated on the outside, textured paint</td>
</tr>
<tr>
<td>4.</td>
<td>Mounting plate:</td>
<td>Zinc-plated</td>
</tr>
<tr>
<td>5.</td>
<td>Dust &amp; water protection</td>
<td>IP 66</td>
</tr>
<tr>
<td>6.</td>
<td>IK Code:</td>
<td>IK08</td>
</tr>
<tr>
<td>7.</td>
<td>Supply includes:</td>
<td>Enclosure with hinged door(s) with lock mechanism, of all-round solid construction Gland plate(s) in enclosure base Mounting plate</td>
</tr>
<tr>
<td>8.</td>
<td>Material thickness:</td>
<td>Enclosure: 1.38 mm Door: 1.75 mm Mounting plate: 2.5 mm</td>
</tr>
<tr>
<td>9.</td>
<td>General</td>
<td>Suitable for proposed mNVR providing temper proof, shock proof, vibration proof and fire proof enclosure</td>
</tr>
</tbody>
</table>
D. Specification and compliance of Panic Button

<table>
<thead>
<tr>
<th>S. No</th>
<th>Parameter</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The panic buttons will be ‘Normally Closed’ (NC) type. The form factor of emergency buttons will be such that the button is easy to press in the case of an emergency, and simultaneously also minimizes the possibility of accidental or unintended press thereby causing a false alert.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Emergency button shall be suitable for installation and operation in Bus environment. Terminals for connecting the power and data cables should be suitable to mobility environment to minimize false alerts while maximizing the life of the push button.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Switching frequency</td>
<td>Min. 500 cycle per hour</td>
</tr>
<tr>
<td>4.</td>
<td>Mechanical life</td>
<td>Over 1 million operations.</td>
</tr>
<tr>
<td>5.</td>
<td>Operating Position</td>
<td>All positions.</td>
</tr>
<tr>
<td>6.</td>
<td>Enclosures Material</td>
<td>Cast Aluminium and CRCA Sheet</td>
</tr>
<tr>
<td>7.</td>
<td>Degree of protection</td>
<td>IP-66, flame resistant</td>
</tr>
<tr>
<td>8.</td>
<td>Casing</td>
<td>The panic button should be provisioned with transparent flap casing to avoid any unintentional activation of panic alerts.</td>
</tr>
</tbody>
</table>

E. Specification and compliance of Display (7”)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameter</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Size</td>
<td>Minimum 7” TFT LCD with arrow keys and number buttons</td>
</tr>
<tr>
<td>2.</td>
<td>Luminance</td>
<td>400cd/m2</td>
</tr>
<tr>
<td>3.</td>
<td>Viewing angle</td>
<td>70/70/50/70 (L/R/U/D)</td>
</tr>
<tr>
<td>4.</td>
<td>Resolution</td>
<td>800 × 480 or better</td>
</tr>
<tr>
<td>5.</td>
<td>Back-light Type</td>
<td>LED</td>
</tr>
<tr>
<td>6.</td>
<td>Video Inputs</td>
<td>Two (compatible with the proposed mNVR)</td>
</tr>
<tr>
<td>7.</td>
<td>Functionality</td>
<td>Live view and play back</td>
</tr>
<tr>
<td>8.</td>
<td>Power Source</td>
<td>mNVR</td>
</tr>
</tbody>
</table>

Note: Detailed specification document for CCTV devices as per IS 16833:2018: CCTV system with integrated emergency System (AIS 153 as per Amendment 4) or minimum specifications as per Appendix to Schedule 2, whichever is superior shall be complied. However, the requirements under Appendix to Schedule 2 (Table-B, Sr. No. 38 to 47) may be complied together with vehicle tracking system as per IS: 16833, Annexure-A. The amendments/exemptions shall be intimated as and when received otherwise the bidders have to abide by the BIS standard.

xxxxxxx
Operational Parameters, Monitoring And Performance Adjustments

1. Operational Parameters

This schedule defines operational parameters and standards that direct the Concessionaire to provide required services to bus passengers of Delhi and the NCR.

1.1. Aims and Objectives

The principle aim of this performance monitoring regime is to provide greater incentives for a safer, more reliable, attractive, economic and efficient bus service to passengers.

According to a recent survey conducted by DIMTS in Delhi, passengers value the quality of bus service on the following performance parameters:

- Service reliability and frequency
- Less crowded buses
- Journey time
- Affordability
- Passenger comfort
- Accessibility to bus stops

Other service quality parameters that are considered important in assessing the performance of the bus network include:

- Staff attitude and behavior
- Personal safety and security during the journey
- Ease of accessing vehicles
- Cleanliness
- Vehicle repair
- Easy availability of travel information

In order to meet these objectives and deliver on each individual performance parameter, the Concessionaire shall be responsible for the following:

1.2. Definitions – For the purpose of this schedule:

1.2.1. “Advertisement Panels” means the designated space reserved in the interior and exterior of the bus to display advertisements.
1.2.2. “Applicable Limit” means the permissible limit in timetable for the purpose of operation of Stage Carriage Buses as described in Schedule 3.

1.2.3. “Automated Vehicle Location System (AVL)” means the GPS-based automatic vehicle tracking system, integrated online with central server. The GPS data will have integration with GIS map for fleet management.

1.2.4. “Central Data Base” means the data centre for storing and retrieving operational data, established by IM or any agency appointed by IM.

1.2.5. “Contactless Smart Card” means the smart card (ISO 14443 compliant) authorized by IM or its nominated service provider which can be validated by the smart card readers cum validators installed on board in the buses for e-transfer of actual fare data on the system by IM or its nominated service provider.

1.2.6. “Data Suspension” means suspension of unrepresentative data as a result of factors outside the Concessionaire’s control over short term time periods (defined with mutual agreement) on the request of the Concessionaire, which will not be used by IM to assess the Concessionaire performance.

1.2.7. “Delayed Trip” means any trip operated in which deviation in actual time of operation from the start point is more than the permissible tolerance limit as is described in Schedule 3.

1.2.8. "Deductible Lost Kilometerage" means the total number of Scheduled Kilometers (other than Non-Deductible Lost Mileage) determined in the reasonable opinion of IM as having not been operated in any Payment Period.

1.2.9. “Driver Quality Monitoring” means a point based monitoring system to assess the standards of driving maintained in the provision of the services. The system assigns points on various performance parameters as described in Schedule 3.

1.2.10. “Electronic Ticketing Machines (ETMs)” means the machines provided by IM in the buses to issue paper tickets and validate tickets for the purpose of fare collection.

1.2.11. "Emergency Ticket Pack" means a sealed pack of serially numbered, fully pre-printed tickets, issued to the Concessionaire, for use when the Ticketing Equipment supplied by IM or its nominated service provider is not available for use in the operation of the Services.

1.2.12. “Fatal Accidents” means accident involving private stage carriage bus operating under this contract in which there is a death of passengers/road users.

1.2.13. “Incident Management” means a system developed by the Concessionaire to report and make relief and support system to deal with in service breakdowns, accidents and other incidents as described in Schedule 3.
1.2.14. “Lost Kilometerage” means the total number of Scheduled Kilometers in Service Kms left uncompleted due to any missed Trip or Trip not completed as described in Schedule 3.

1.2.15. “Major Accidents” means accident involving private stage carriage bus operating under the supervision of IM which may involve hospitalization or estimated damage of above Rs. 25,000.

1.2.16. “Minor Accidents” means accident involving private stage carriage bus operating under this contract with extent of estimated damage of bus upto Rs. 25,000 and/or simple injuries to passenger / third party, requiring only outdoor medical care.

1.2.17. “Missed Trips” means any trip which does not cover the scheduled trip length (kilometerage) between origin and destination. The trip which is either not operated or is missed due to breakdowns etc. will also be covered under the category of missed trips.

1.2.18. “Non-Deductible Lost Kilometerage” means the total number of Scheduled Kilometers in Service Kilometers not operated by the Concessionaire the loss of which is determined in the reasonable opinion of IM as being beyond the Concessionaire’s reasonable control in accordance with the provisions of Schedule 3. This will be taken into consideration only for the purpose of calculation of deductions of penalty amount in terms of Clause 3.3.1 of Schedule 3 of the RFQP document.

1.2.19. “On-board Equipment” means all types of on-board equipments in the bus including but not limited to GPS unit, smart card validators and CCTV equipment installed by IM or its nominated agency.

1.2.20. “Operational Control Centre” means a communication, analysis and operational control hub established and maintained by the Integrated Mechanism to control, manage and monitor the bus operation. The OCC will access data through AVL, AFCS, Concessionaire reports, field data inputs etc., and will provide MIS reports for operational and managerial purposes.

1.2.21. “Retention Period” means the safe custody of operational and revenue data in the custody of the Concessionaire with proper backup for the period as defined in Schedule 3.

1.2.22. “Ticketing Equipments” means any equipment and/or software and/or associated infrastructures provided in the bus in accordance with the provisions of this Concession Agreement for use in the provision of the Services primarily for the purposes of issuing tickets and recording of the same, recording on bus revenue receipts, validating Smartcards, recording passenger journeys and for the provision of information to the Concessionaire and to IM or its service providers relating to the same.
1.3. **Applicable Clearances / Approvals**

1.3.1. Obtaining the necessary and Applicable Clearances / Approvals and meeting their requirements, including but not limited to the Certificate of Fitness (CoF), the Pollution Under Control Certificate (PUCC), the Certificate of CNG Leakage Testing, the Third Party Inspection Policy, and Proof of Road Tax Payment.

1.4. **Engineering Quality**

1.4.1. Providing buses that meet the technical specifications provided in Schedule 2 and further up keeping and maintaining buses to ensure their roadworthiness that meet the requirements of Stage Carriage Services. The preventive maintenance regime as prescribed by the Vehicle Manufacturer (VM) shall be carried out as per the schedule. The record of all preventive maintenance activities shall be kept in the Bus Maintenance Log Book (Log Book) and duly authenticated by the person in charge of the vehicle workshop carrying out bus maintenance. The Log books shall be produced for inspection by officials of Transport Department, GNCTD / IM as and when demanded.

1.4.2. If, IM considers that the operation of a vehicle provided by the Concessionaire could affect the safety of passengers or the general public, IM may instruct the Concessionaire not to operate that vehicle. In such circumstances the Concessionaire shall provide at its own expense an alternative vehicle for the performance of the Services.

1.4.3. The other provisions like disinfection of buses in once in two months as per Clause (73) of DMVR 1993 shall also be complied with by the Concessionaire.

1.5. **Operational Staff**

The Concessionaire shall be responsible for:

1.5.1. Ensuring that the duty hours of deployed staff are in compliance with The Motor Transport Workers Act, 1961.

1.5.2. Ensuring adequate operational staff to meet the requirement of the prescribed schedules. The operational staff deployed shall fulfill statutory requirements as per the Motor Vehicle Act, 1988 or any other applicable law as amended from time to time. Furthermore, only drivers registered with IM or a nominated agency of IM shall be deployed.

1.5.3. Deploying operational staff in proper uniform (as prescribed in the DMVR/Permit conditions from time to time) with nameplate. Operations staff of the Concessionaire on board the bus shall be responsible for the custody of the complaint/ suggestion book and first aid kit.
1.5.4. Ensuring compliance with Qualifications, Duties and Responsibilities of Drivers as defined in Annexure A. IM / GNCTD reserves the right to develop and maintain a biometric record of operational staff of the Concessionaire for the purpose of monitoring.

1.6. **Driver Quality Monitoring (DQM)**

1.6.1. IM may introduce a point based monitoring system for drivers. The monitoring system may include assigning points on various performance parameters including but not limited to:

- Accidents
- Complaints;
- Rash driving, including not stopping or inadequate stoppage at designated bus stops (less than 30 seconds and start off before passengers are seated/securely standing);
- Tampering with On-board Equipments such as equipment related to GPS, AFCS and CCTV;
- Allowing passengers to travel without tickets;
- Violating rules related to smoking, or talking on a mobile phone or driving under influence of drugs or alcohol.

1.6.2. Details of such a point system shall be worked out during the operation period. In case the negative points for a driver exceed certain pre-defined values in a specified period, IM may issue directions to the Concessionaire not to deploy the concerned driver on service for a period ranging from three days to permanent disqualification. This period must be utilized by the Concessionaire for imparting refresher training to such driver. See Annexure B for more detail.

1.7. **Minimum Service Obligation**

The Concessionaire shall be responsible for ensuring that:

1.7.1. stage-carriage operation of buses as per the UTT as notified by the State Transport Authority (STA), and compliance to the Motor Vehicles Act, 1988 and any other rules/guidelines notified from time to time;

1.7.2. buses report for operation at the route starting point a minimum of five minutes prior to the first start time. Buses must be in a clean, presentable condition and in a state of mechanical roadworthiness as set out in Annexure C;

1.7.3. prescribed routes are adhered to and every scheduled journey is completed as planned. Concessionaires should note that changes to routes and incomplete
journeys, are liable for penalization except under force majeure circumstances as set out in Concession Agreement;

1.7.4. buses stop at designated bus stops with clearance at the entry point of the bus to allow for easy boarding and egress;

1.7.5. appropriate usage of appliances like the disabled access ramp to ensure proper boarding and alighting of passengers at bus stops;

1.7.6. buses stay at the stop until all passengers who need to alight have done so, and all passengers waiting at the stop for the bus have boarded;

1.7.7. passengers are not allowed to board or alight at unauthorized locations.

1.8. Systems development and reporting responsibilities

1.8.1. As part of the contract the Concessionaire must develop systems for collecting, recording and sharing information and data as listed below.

1.8.2. Lost Kilometerage

The Concessionaire must put in place a system to capture daily operational data at source level and communicate the same to the OCC of IM as per details in Section ‘Lost Kilometerage’ and Annexure D. The system will need to be operational at least 15 days before the start of the service under the contract.

If, the Concessionaire is found to have failed to declare or has inaccurately declared Missed Kilometerage / Deductible Lost Kilometerage, IM shall be entitled to make Deductions for all the Deductible Lost Kilometerage undeclared or wrongly declared (as measured against any final determination in respect of Deductible Lost Kilometerage made under Schedule 3) in question.

1.8.3. Bus Maintenance program

The Concessionaire must set up an internal system to keep a record of all maintenance activities carried out on the buses. The system shall maintain a record of total kilometerage performed by the buses on a daily basis, including revenue and non-revenue kilometers. The system shall be capable of monitoring maintenance activities with respect to the preventive maintenance schedules prescribed by the Vehicle Manufacturers. The Concessionaire shall send a report to the IM’s Operational Control Centre (OCC) through electronic means on a daily basis, comprising details of Bus Maintenance Data as per Annexure E.

1.8.4. Incident management

The Concessionaire shall be responsible for putting in place a system of reporting by the driver and other support staff as regards breakdowns,
accidents and other incidents. As part of the incident management process the system should include:

- Information regarding any damage to vehicle,
- Involvement of any third parties.
- The bus route number,
- The vehicle number
- Crew details
- The time of the incident

The Concessionaire is also responsible for putting in place a system for the quick retrieval and recovery of vehicles and, to remove any road obstructions caused as a result of the incident. Please refer to Annexure F for further information.

The Concessionaire shall also ensure that backup buses are available in reserve to ensure service continuity in case a bus is held up due to accidents or to cover any unforeseen eventualities like breakdown repairs.

1.8.5. Lost property

The Concessionaire shall be responsible to comply provisions as contained in Clause (70) of DMVR 1993 regarding handling of lost property articles detected during operation of the Stage Carriage Buses. Also, the Concessionaire shall follow any further guidelines on this subject to be issued by DoT/IM without prejudice to any statutory guidelines for handling and disposal of lost property article.

1.9. On-board Equipment and Advertisement Panels

The Concessionaire shall be responsible for:

1.9.1. Ensuring that On-board Equipment such as the GPS unit, ticket issuing equipment, Smart Card Validators, cabling, and accessories provided by IM or an agency nominated by IM, are in working order and not tampered with. The safety and security of On-board Equipment provided on the bus shall be the responsibility of the Concessionaire. Daily operational data in the required format needs to be uploaded on the OCC system by the concessionaire. IM may, as needed, audit and perform sample checks of operational data and equipment.

1.9.2. Making buses available for fitment / inspection / periodic maintenance of On-board Equipment to an agency nominated by IM at regular bus parking places. The inspection/periodic maintenance will normally be carried out during the night shift when the bus is not in service. In circumstances when inspections
are carried out during the day, IM will make every effort to ensure that this does not interfere with the Concessionaire’s service obligations. The Concessionaire will develop and implement an effective maintenance system to ensure the timely repair of equipment through the service provider.

1.9.3. Making buses available for fitment/ removal of advertisements, at the time decided through mutual convenience with IM or any other agency authorized by IM.

1.10. Ticketing and revenue collection

The Concessionaire must ensure that

1.10.1. The conductor or driver, (in case a conductor is not deployed in the bus), shall issue proper tickets against the fare collected, in the services operated in the Cluster. DoT/ IM reserves the right to deploy conductors in buses in service either in the scope of the Concessionaire or subject to payment on mutually agreed rates of incremental cost to the Concessionaire. See Annexure G for more details.

1.10.2. All revenues shall be handed over to IM or deposited in a designated account in accordance with this agreement for Basic Services and Additional Services.

1.10.3. Emergency Ticket Packs will be made available for each bus in service by the IM or its authorized agency. The Concessionaire shall follow the following procedure for the same:-

i. On commencement of duty the conductor (driver in case no conductor is provided as per the agreement) will be issued with an Emergency Ticket Pack which will bear a uniquely identifying serial number and other security measures as specified from time to time.

ii. In the event of the Ticket Machine/ Smart Card Validator becoming inoperable while the bus is in service, the Emergency Ticket pack will be opened and these tickets will be issued in lieu of tickets from the ticket machine/ Smart Card Validator. Each Emergency Ticket Pack ticket is individually numbered and denotes a monetary value. Tickets may be issued in multiples of any combination up to the exact fare.

iii. The Emergency Ticket Pack contains a waybill which must be completed in full showing details of the tickets issued. At the end of the conductor’s shift the Emergency Ticket Pack (complete with unused tickets) and the way bill shall be handed in by the conductor to the depot cashier along with cash collection.

iv. The Concessionaire shall check the completion of the waybill and shall return all part used Emergency Ticket Packs and the accompanying waybills to IM, on the Friday of each week.
v. The used Emergency Ticket pack will be replaced by IM or, where notified, its contractor or agent with a new Emergency Ticket Pack.

vi. All revenue collected or received by the Concessionaire as a result of the use of Emergency Ticket Packs shall be paid to IM or deposited in a designated account by the Concessionaire in accordance with the above procedure on weekly basis.

1.11. Right of Access

1.11.1. DoT / IM shall have the rights of access and the rights of audit and/or inspection set out in the Concession Agreement.

1.11.2. The Concessionaire shall provide or make available to DoT / IM:

i. all assistance as may reasonably be required;

ii. all records, data and other information as may reasonably be required;

iii. the use of a telephone, photocopier and where available facsimile machine; and

iv. a suitable work area

1.12. Retention of Data

The Concessionaire shall be responsible to retain all records (which shall mean all records relating to or in connection with the Agreement and any other information reasonably required by IM or specified in the Agreement) for a period of not less than five years after expiry or termination of the Concession Agreement (the “Retention Period”). IM shall have the rights of access and the rights of audit and/or inspection of any or all such records in accordance with the provisions set out.

2. Performance Monitoring

2.1. IM proposes to set up a comprehensive OCC for the monitoring of Operations and key Performance Standards.

2.2. Information Formats

IM’ OCC will need to be fed with information and data to measure and evaluate service performance. It will be necessary for the Concessionaire to put in place a system to capture basic Operational Data at the source level/Parameters that need to be captured should include but not be restricted to those in Annexure C – (List of operational parameters).

The Concessionaire shall maintain proper records and provide any information asked by IM. This data would be over and above the scheduled reports as
defined in Annexure D. Basic data capture shall be through automated means as far as possible.

The Concessionaire shall communicate the operational data to the OCC through electronic means on daily basis in Microsoft Excel compatible format or as specified from time to time, which shall include, inter alia, details as per Annexure D. IM will require further information on a monthly basis based on formats set out in Annexure E and H.

2.3. Immediate Reports Related to Accidents

The Concessionaire will provide immediate notification of an accident, followed by a written report within 24 hours to the IM’s OCC. The written report will provide all relevant information as specified in Annexure F.

Immediate notification and a written report must be provided as and when the Concessionaire becomes aware of any event resulting from the Services or associated activities which involves:

- loss of life of any passenger, member of the Concessionaire’s staff, or other person; or
- an injury to any passenger, or other person where medical attention was required immediately in the wake of the accident.
- robberies or assaults on passengers or staff
- vandalism and public disorder both on and off vehicles or in the garage or depot where the incident involves
  a. safety critical bus failures
  b. any incident of a like nature that is likely to attract media attention
- acts of vandalism affecting service delivery
- incidents (including environmental incidents where prosecution is likely, or there is (or there is likely to be significant media attention.

When notifying IM of the incident, the Concessionaire will provide the following information as set out in “Incident Report Form” with details including:

- the date, time and place of the incident;
- the circumstances of the incident;
- particulars of injury to any passenger or other person requiring medical attention (if known);
- particulars of damage to the Vehicle;
- the name and identification number of the Concessionaire’s staff present at the time of the incident;
- name, address and contact telephone number of any persons involved (if known), and
- name, address and contact telephone number of any witnesses (Identification number, if the witness is a staff member).
route number and bus registration number.

The Concessionaire may be required to submit additional incident investigation reports as requested by IM.

2.4. Immediate Reports Related to Potential Disruptions to Service

The Concessionaire will provide immediate notification followed by a written report providing all relevant information to the IM’s OCC as soon as the Concessionaire is aware of any event (including proposed industrial action) that is likely to substantially disrupt or alter the delivery of Services. The Concessionaire must identify the likely effect of this event and the steps to be taken by the Concessionaire to minimize the disruption to Services.

2.5. Weekly Reporting of Other Incidents

The Concessionaire shall provide OCC with information for other incidents in relation to each week (‘week’ being Saturday to Friday). This information shall be provided to IM on or before the Thursday after the end of each week in which the incident took place or at other such intervals as IM may require from time to time.

3. Performance Measurement

3.1. In order to assess the Concessionaire’s performance in meeting its service obligations as set out in Para 1 of Schedule 3, IM will measure specific operational parameters as set out in the following paragraphs. Each measureable parameter will enable IM to reward or penalize the Concessionaire depending on its performance against a pre-determined benchmark.

A. Performance Deductions

- Delayed Trips
- Missed Trips
- Other Infractions

B. Performance Incentive

- On-time benchmark
- Sample Check on specified performance parameters and Incentives
3.1.1. Performance Deductions and Incentives shall be adjusted for CPI on bi-annual basis. IM’s decision with regard to the above assessments shall be final.

3.1.2. Without prejudice to the Deductions set out in the preceding clauses, DoT / IM reserve the right to pursue other remedies as defined in the Agreement. Such Deductions also do not constitute a waiver of any other remedies applicable under Law.

3.1.3. CYF payable for a Trip shall be calculated for AC Services as set out below:

\[
= \left( \frac{(\text{Capital Charge} - 365 \text{ days}) \times \text{No. of trips for the day for the specific Route}}{\text{No. of kms for the Trip} \times \text{Consumables Charges per service kilometer}} \right) + \left( \frac{\text{No. of Hours for the Trip}}{\text{Manpower and Overhead Charges per service hour}} \right)
\]

The aforesaid shall be used for such purposes as may be required including for calculating the deduction for Missed Trip in para 3.3.1 and for deduction as set out in para 3.7.

3.2. Performance Deduction for Delayed Trips and Performance Incentive for Better than Benchmark Performance

The provision of reliable services is a very high priority for bus passengers. Therefore, subject to exceptional circumstances, when trip delays are unavoidable, the Concessionaire is required to ensure that the UTT is adhered to, with no cancellations and all buses operating on time.

3.2.1. Departure times or service intervals, as appropriate, shall be published at bus stops and elsewhere by IM; and

3.2.2. A delayed Trip is defined as any departure of a bus outside specified time limits set out in the table below.

3.2.3. The performance of each Concessionaire in the cluster will be worked out by comparing the actual observed departure times with the specified departure times as set out in the UTT. A bus will be regarded as ‘on time’ if it departs from a scheduled departure point within the Applicable Limits from UTT.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description (Checkpoint/s)</th>
<th>Applicable Limits from UTT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Earliest Start</td>
</tr>
<tr>
<td>1</td>
<td>Start of First Trip for Each Bus for the day</td>
<td>+ 0 minutes</td>
</tr>
<tr>
<td>2</td>
<td>Start of Each Subsequent Trip</td>
<td>+ 2 minutes</td>
</tr>
<tr>
<td>3</td>
<td>First checkpoint en-route at about ~ 5 km</td>
<td>- 2 minutes</td>
</tr>
<tr>
<td>4</td>
<td>Second checkpoint en-route at about ~ 10 km</td>
<td>- 2 minutes</td>
</tr>
<tr>
<td>5</td>
<td>Third checkpoint en-route at about ~ 15 km and all subsequent checkpoints, if any</td>
<td>- 2 minutes</td>
</tr>
</tbody>
</table>
3.2.4. The Concessionaire’s performance of the Services shall be monitored on a monthly basis against these punctuality benchmark standards.

3.2.5. The Concessionaire will be financially rewarded for services performing above the benchmark (Tables 1 and 3), and penalized for services performing below the benchmark (Tables 1 and 2).

3.2.6. IM will measure the performance of all buses in a cluster on a monthly basis using AVL system. The actual online performance of each bus will be measured against the On Time Performance Benchmark.

### Table 1 – Online Time Performance

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category and Performance</th>
<th>Below Benchmark</th>
<th>Above Benchmark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On Time Performance Benchmark “BM” : 88% - 92%</td>
<td>% of total monthly checkpoints for the Cluster</td>
<td>Less than BM</td>
</tr>
</tbody>
</table>

At the end of each month IM will collate performance results in order to calculate the overall performance incentive payment or debit for the Concessionaire. Tables 2 and 3 set out the method of calculation of deduction and incentive for each bus operated in the cluster.

Once the total number of deductions and incentives are added together, IM will issue a summary performance table to the Concessionaire. This will be issued no later than 25 working days after the month in which performance has been measured. The report will include:

- All routes details, including any agreed changes to the route detail
- Start and end dates of the month
- Confirmation of any agreed data suspension for a previous month and notification of any applications for data suspension being considered by IM at that time

The summary table will set out the percentage of buses operating ‘on time’ compared to the departure times specified in the UTT and the reward or penalty due.
Table 2 - Deductions for Not Achieving On Time Performance Benchmark

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Performance</th>
<th>Prorated Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Upto 5% below BM of 88%</td>
<td>Rs. 75/- for each checkpoint</td>
</tr>
<tr>
<td>2</td>
<td>Upto 10% below BM of 88%</td>
<td>Rs. 115/- for each checkpoint</td>
</tr>
<tr>
<td>3</td>
<td>Upto 15% below BM of 88%</td>
<td>Rs. 150/- for each checkpoint</td>
</tr>
<tr>
<td>4</td>
<td>More than 15% below BM of 88%</td>
<td>Rs. 190/- for each checkpoint</td>
</tr>
</tbody>
</table>

Table 3 - Incentive for Actual Performance Better than On Time Performance Benchmark

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Performance</th>
<th>Prorated Incentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Above the BM of 92%</td>
<td>Rs. 300/- for each checkpoint</td>
</tr>
</tbody>
</table>

3.2.7. IM reserves the right to prepare other reports for the purposes of monitoring the Services and reporting the performance of the Services to key stakeholders.

3.3. Lost Kilometerage

3.3.1. For any missed Trip or Trip not completed, deductions shall be made in the following manner:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Extent to which a Trip is missed</th>
<th>Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A Trip, which either does not commence or does not complete even 25% of the kilometers for the Trip.</td>
<td>150% of the CYF (including payment towards Capital, Consumables and Manpower/ Overhead Charges) payable for the Trip, in terms of Clause 3.1.3, will be applied as performance deductions for the Trip. In addition, the CYF for the lost kilometerage of the trip, in terms of Schedule 5, shall not be payable.</td>
</tr>
<tr>
<td>2</td>
<td>A Trip, which has completed more than 25% but less than 60% of the kilometers for the Trip.</td>
<td>100% of the CYF (including payment towards Capital, Consumables and Manpower/ Overhead Charges) payable for the Trip, in terms of Clause 3.1.3, will be applied as performance deductions for the Trip. In addition, the CYF for the lost kilometerage of the trip, in terms of Schedule 5, shall not be payable.</td>
</tr>
</tbody>
</table>
3. A Trip, which has completed more than 60% but has not completed 100% kilometers for the Trip. Schedule 5, shall not be payable.

50% of the CYF (including payment towards Capital, Consumables and Manpower/ Overhead Charges) payable for the Trip, in terms of Clause 3.1.3, will be applied as performance deductions for the Trip. In addition, the CYF for the lost kilometerage of the trip, in terms of Schedule 5, shall not be payable.

IM will use an AVL device for the purposes of assessing the kilometerage performance of each of the services operated under this schedule. Operated kilometerage must also be reported by the Concessionaire on a monthly basis. The information will be set out under the headings listed below:

- Name of Concessionaire and kilometerage code
- Route to which the information relates
- Week ending date to which information relates
- Daily scheduled in service kilometerage derived from the working timetable
- Any agreed additional Kilometers
- Any agreed curtailed Kilometers
- Kilometers to be operated
- Lost kilometerage which the Concessionaire accepts is Deductible Lost Kilometerage categorized as follows:
  - Staff (s)
  - Mechanical (m)
  - Other deductibles (od)
- Lost kilometerage which the Concessionaire claims is Non-Deductible Lost Kilometerage categorized as follows:
  - Traffic
  - Other non-deductibles (ond)
- Operated in service kilometerage for the week
- Percentage of Kilometers operated
- Any extra Kilometers operated

3.3.2. Deductible and Non-Deductible Lost Kilometerage

In exceptional circumstances, where the Concessionaire can demonstrate to IM and DoT that lost kilometerage was out of the control of the Concessionaire and the Trip was missed due to peculiar traffic conditions,
rains, rallies, police action not specific to the Concessionaire, IM may waive the deductions. A classification of possible ‘lost kilometerage’ causes is set out in Annexure I. The Concessionaire would need to classify ‘lost kilometerage’ according to whether it is ‘deductible’ and therefore deemed to be within the control of the Concessionaire or ‘non-deductible’, caused by factors outside the Concessionaire’s control.

IM will determine the extent to which it is reasonable that none or only some of the lost kilometerage which is claimed to be non-deductible by the Concessionaire is Non-Deductible Lost Kilometerage. Such determination will be made on the grounds that the Concessionaire has failed to take all reasonable steps to overcome, avoid or minimize the effects of any events beyond its reasonable control.

3.4. Other Infractions

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category of Infraction</th>
<th>Reference Table for Infraction in Annexure J</th>
<th>Amount for Each Infraction for calculating Performance Claim/Deduction (in Rupees)</th>
<th>Time to Resolve for next higher slab in terms of Clause 3.3.4 of this Schedule (Bus related Infraction)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A</td>
<td>Table 3.A</td>
<td>120/-</td>
<td>One day</td>
</tr>
<tr>
<td>2</td>
<td>B</td>
<td>Table 3.B</td>
<td>450/-</td>
<td>Two days</td>
</tr>
<tr>
<td>3</td>
<td>C</td>
<td>Table 3.C</td>
<td>1,200/-</td>
<td>Three Days</td>
</tr>
<tr>
<td>4</td>
<td>D</td>
<td>Table 3.D</td>
<td>1,875/-</td>
<td>Three Days</td>
</tr>
<tr>
<td>5</td>
<td>E</td>
<td>Table 3.E</td>
<td>3,000/-</td>
<td>One day</td>
</tr>
<tr>
<td>6</td>
<td>F</td>
<td>Defined in Table 3.F</td>
<td></td>
<td>One day</td>
</tr>
</tbody>
</table>

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

3.4.2. Infractions can be identified by IM, a nominated person or agency based on visual checking, electro-mechanical reviews, reports from independent agencies and data from the Central Data Base of IM. IM shall have access to Concessionaire’s facilities in order to check such Infractions on a regular basis either through visits to the workshops and garages commonly used by the Concessionaire, or bus inspections at terminal points along the route during
service hours.

3.4.3. The Concessionaire may note that the formats provided in Annexure C, D, E and H are typical, but are subject to revision from time to time based on actual information, logistics and monitoring requirements.

3.4.4. In case of non-rectification of infraction within stipulated time to resolve, any subsequent repetition shall attract penalty of next higher slab with a ceiling of Rs. 3,750 per infraction. Thereafter, it will be binding on the Concessionaire not to operate the vehicle till rectification of the bus related infractions.

3.5. Accidents

3.5.1. Sanctions on Concessionaire Operating Staff

Based on information gathered through Driver Quality Monitoring, Engineering Quality Monitoring and Mystery Traveler audits IM reserves the right to impose specific sanctions by way of temporary suspension of operating staff of the Concessionaire. The length of suspension will be based on the type and severity of mis-conduct. The sanction could be for a maximum duration of up to the end of Concession Period.

3.5.2. Major or Fatal Accident Situations

In case of major or fatal accidents and collisions the Concessionaire shall additionally undertake the following activities:

(a) Direct the concerned driver to undergo a refresher course and pass a skills test in IDTR or any other institute(s) prescribed by IM.

(b) Undergo another medical checkup for eye sight conducted by a medical board authorized by IM.

(c) In the case of mechanical failure, re-certification of the bus for road worthiness based on a mechanical inspection by an agency authorized by IM.

(d) In addition to the above measures, IM shall impose a cash penalty of Rs. 1,00,000 (Rupees One Lakh) per fatality, in case of an accident involving a fatality. This penalty amount shall be adjusted for CPI-IW bi-annually. This financial penalty will be without prejudice to any other legal action against the Concessionaire taken by a court of law.

3.6. Other Issues Related to Monitoring

IM will manage operations with suitable software including inputs from global positioning system (GPS) or any other appropriate system. A GPS system can track speed and collect other data. Upon request of bodies such as GNCTD/
DoT / State Transport Authority/ Traffic Police etc., IM may be obliged to share information with them related to over-speeding, accidents, etc. based on data collected at the Central Data Base of IM. The Concessionaire may note that these agencies may decide to impose fines and penalties on their own based on applicable Laws.
Annexure A

QUALIFICATIONS, DUTIES AND RESPONSIBILITIES OF DRIVERS AND CONDUCTORS

A. Drivers

The Concessionaire shall ensure that the drivers deployed by him meet the qualifications and perform duties and obligations, as laid down hereunder.

1. Qualifications of Drivers

   (i) Academic qualifications for the drivers shall be minimum 10 + 2 class pass or as applicable by law.
   (ii) Drivers shall possess a valid HTV driving license and PSV badge valid in the NCT of Delhi.
   (iii) Drivers should have a good level of overall fitness so as to be able to walk, stand and sit while on duty.
   (iv) Drivers should be in prescribed uniform during their shift and badges should be worn at all times.
   (v) Drivers should be trained to operate on board equipment installed on the bus.
   (vi) The other requirement for drivers will be same as that laid down in the Motor Vehicle Act (MVA) 1988, Delhi Motor Vehicles Rules (DMVR) 1993 and STA, Delhi.

2. Duties and Responsibilities of Drivers

2.1 The Concessionaire shall ensure that deployed drivers shall, as a part of their duties and responsibilities:

   (i) shall perform a pre-trip inspection of the assigned vehicle;
   (ii) shall behave in a civil and orderly manner with passengers, prospective passengers and all other road users;
   (iii) shall be dressed in clean and specified uniform as prescribed in Permit Conditions for Private Stage Carriage Bus operation or as notified by STA, Delhi;
   (iv) shall maintain the vehicle in a clean and hygienic condition;
   (v) shall take all reasonable precautions to ensure that passengers are not endangered or unduly inconvenienced by the presence of luggage or freight, where luggage and freight is carried on vehicles in addition to passengers.
(vi) shall, where goods are carried on the vehicle in addition to the passengers, take all reasonable precautions to ensure that passengers are not endangered or unduly inconvenienced by the presence of the goods;

(vii) in the event of bus being unable to proceed to its destination on account of mechanical breakdown or other causes beyond the control of the driver, arrange to convey passengers to their destination in some other similar vehicle.

(viii) shall take all reasonable steps to facilitate inspection of bus, etc conducted by authorized officials of IM.

(ix) shall, on demand by any Police Officer, officer of the Transport Department, or any member of the State Transport Authority produce their identity card, display his/her license or badge for inspection.

(x) shall strictly adhere to the notified time table for arrival and departure of the vehicle from authorized depots and bus stands for the convenience of passengers.

The Concessionaire shall ensure that the drivers in no case shall:

(i) interfere with persons boarding or preparing to board other vehicles.

(ii) willfully deceive or refuse to inform any passenger the correct fare for their journey.

(iii) except for a good and sufficient reason, refuse to carry any person tendering the legal fare.

(iv) except for good and sufficient reasons require any person who has paid the legal fare to alight from the vehicle before the conclusion of his/her full journey.

(v) loiter, or unduly delay any journey. The driver shall proceed to the scheduled destination in accordance with the time table pertaining to the trip.

(vi) cause or allow anything to be placed in the vehicle in such a manner as to obstruct the entry or exit of passengers.

(vii) act as a tout or agent of any commercial establishment.

(viii) allow anybody to sit next to him/her, or distract his/her attention whilst driving.

B. Conductors

The qualification, duties, functions, conduct of conductors shall be governed by DMVR 1993, read with permit conditions.
Annexure B

MONITORING OF DRIVING STANDARDS

1. Introduction

The Driver Quality Monitoring (DQM) is an objective assessment of the standards of driving maintained in the provision of the Services. DQM will be undertaken by a third party professional contractor (the DQM Contractor) appointed by IM or its authorized agency, on behalf of DOT.

2. Monitoring Objectives

2.1. The objectives of DQM are to:

2.1.1 enhance the safety and comfort of passengers using the Services;

2.1.2 enhance the safety of members of the public and other road users by reducing accident rates;

2.1.3 demonstrate clear commitment to continuous improvement in driving standards on the Services with robust data;

2.1.4 provide objective professional appraisals that enable the Concessionaire to target its own activities to improve driving standards;

2.1.5 address concerns regarding the standard of driving provided in the provision of the Services raised through public correspondence and ongoing monitoring and surveys carried out by IM.

3. Methodology

3.1. DQM Assessors will not make themselves known to the driver and are not empowered to suspend or instruct drivers they regard as exhibiting serious faults. DQM Assessors will pay the appropriate cash fare or show a pass appropriate for their journey.

4. DQM Assessments

4.1. DQM Assessments may be undertaken by IM or its authorized agency where:

4.1.1. a particular route or the Concessionaire fail to meet IM’s required standards, as specified from time to time; and

4.1.2. public correspondence and/or any other source available to IM suggests that the Services are not meeting IM’s required standards, as specified from time to time.

4.2. DQM Assessments may be conducted at anytime.
5. DQM Assessments – Aspects Covered and Standards

5.1. The DQM Assessors are expected to make qualified, impartial and consistent judgment of the standard of driving experienced over a number of journeys.

5.2. The DQM Assessments are carried out under normal driving conditions and not test conditions. Each DQM Assessment will take a minimum of 20 minutes. A copy of the assessment form is attached at Appendix 1.

5.3. DQM Assessors will mark the standards of driving in terms of the following aspects:

5.3.1. aspects of driving to be assessed:

- smoothness of acceleration, braking and steering;
- care in the use of speed;
- speed on approach and into bus stops (and other appropriate bus infrastructure);
- speed through hazards and bends;
- negotiation of roundabouts, traffic lights;
- position on road and lane discipline;
- signaling and use of mirrors;
- positioning at bus stops (and other appropriate bus infrastructure); and
- distance between bus and other vehicles (moving and stationary).

5.3.2. external aspects to be noted:

- apparent condition (obvious problems which would make the driver’s job harder);
- prevailing light conditions (night / low winter sun, wet road, water-logged road etc.); and
- weather conditions.

5.4. An overall DQM Assessment will be given using the following codes and definitions:

5.4.1. Code 1: Fully Acceptable Drive. A journey on the bus that would be perceived by a passenger as being comfortable with no unexpected sudden movements.

5.4.2. Code 2: Acceptable Drive with Minor Faults. A journey where mistakes are made and passenger comfort is being eroded. The mistakes made are generally minor ones, which can be rectified through improved application of existing skills and/or driver training.
5.4.3. **Code 3A**: Unacceptable Drive with a Significant Fault. A journey where a mistake was made that could lead to an accident and/or which would cause a significant level of passenger discomfort. Otherwise the drive is acceptable.

5.4.4. **Code 3B**: Unacceptable Drive with Serious and/or Repeated Faults. A journey where the mistakes made are serious enough to have a high level of accident potential and passenger comfort is being severely compromised.

5.4.5. **Code 4**: Unacceptable Drive with Dangerous Faults. A journey where passengers’ or other road users/members of the public, lives are being put at risk as a result of the driver’s actions.

6. **Serious Incident Procedure**

6.1. Where the bus driver is considered to be under the influence of alcohol or drugs, the DQM agency nominated by IM will be required to report the salient details immediately to IM’s OCC who shall then contact the Concessionaire to request immediate action. The Concessionaire shall take steps to implement such action immediately. A full report of the incident will be emailed to the Concessionaire within 24 hours of the DQM Assessment being carried out.

7. **Driver Training and Uniform**:

(a) The Concessionaire shall ensure that each drivers should undergo at least three (3) days of training in each calendar year. The data for the same should be maintained using biometric system.

(b) **Drivers and Office Staff Uniforms**: The Concessionaire shall give at least 2 sets of uniforms to drivers and office staff in each year. The proof of the same shall be submitted to DoT and IM. Failure to provide uniforms would invite penalty as mentioned in this Schedule.
<table>
<thead>
<tr>
<th>Date</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time On</td>
<td>Time Off</td>
</tr>
<tr>
<td>From</td>
<td>Bus Reg. No.</td>
</tr>
<tr>
<td>To</td>
<td>Concessionaire</td>
</tr>
<tr>
<td>Route No.</td>
<td>Weather</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stopping – smoothly</th>
<th>Move off – safely</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stopping – position</td>
<td>Move off – control</td>
</tr>
<tr>
<td>Door operation</td>
<td>Use of all mirrors (MSM)</td>
</tr>
<tr>
<td>Moving off – timing</td>
<td>Give signals</td>
</tr>
<tr>
<td>Moving off – smoothly</td>
<td>Reaction to signals</td>
</tr>
<tr>
<td>Comfort – braking</td>
<td>Stopping safely</td>
</tr>
<tr>
<td>Comfort – acceleration</td>
<td>Lane discipline</td>
</tr>
<tr>
<td>Comfort – cornering</td>
<td>Road position</td>
</tr>
<tr>
<td>Anticipation</td>
<td>Roundabouts</td>
</tr>
<tr>
<td>Safety</td>
<td>Keep distance</td>
</tr>
<tr>
<td>Customer service</td>
<td>Adequate clearance</td>
</tr>
<tr>
<td>Dress</td>
<td>Use of speed</td>
</tr>
</tbody>
</table>

Overall assessment

<table>
<thead>
<tr>
<th>Code 1 = Fully acceptable</th>
<th>Code 3A = Unacceptable with significant faults</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code 2 = Acceptable with minor faults</td>
<td>Code 3B = Unacceptable with serious/repeated faults</td>
</tr>
<tr>
<td>Code 4 = Unacceptable with dangerous faults</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Passenger volume</th>
<th>Traffic conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Busy</td>
<td>Average</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Passenger comment</th>
<th>Driving comments</th>
</tr>
</thead>
</table>
**List of operational parameters**

- **Driving Quality:**
  - Driving speed
  - Stoppage at a bus-stop
  - Distance between bus and curb at bus-stop
  - Non-scheduled stoppages (coupled with door opening)
  - Violations of traffic rules (lane driving, jumping signals, over-speeding)

- **Bus Frequency**

---

**Annexure C**

### DAILY CHECK LIST OF EACH BUS IN A CLUSTER

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Bus No.</th>
<th>Time</th>
<th>Exterior Clean/Washed</th>
<th>Interior Swept/Cleaned</th>
<th>Exterior &amp; Interior lights in working order</th>
<th>No Visible dent(s)/scratch (more than 6 inches)</th>
<th>All safety glasses intact</th>
<th>All ITS equipment in working order</th>
<th>No unauthorized posters pasted on bus inside or outside</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
<td>(9)</td>
<td>(10)</td>
</tr>
</tbody>
</table>
• Average/max and min duration between the arrival of two buses at the stops of high-frequency routes
• Time of departure of the first trip from starting point of the route.
• Expected Vs. actual arrival/departure times at and from the first and stipulated bus-stops respectively for low frequency bus routes

• **Kilometerage Information**
  • Number of completed and incomplete journeys

• **Journey Experience**
  • Route taken (deviation from standard)
  • Journey duration
  • Number travelled in that journey,
  • Average, max, min boarders, de-boarders per stop en route

• **Miscellaneous Details:**
  • Ticketing options used – split between the modes (AFC, ETM, Emergency failover system)
Annexure D

Daily Bus Operation Data

Cluster no.:
Concessionaire code:
Date :

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Route No.</th>
<th>Duty No.</th>
<th>Bus No.</th>
<th>Driver No.</th>
<th>Trips</th>
<th>Kilometers</th>
<th>Non-deductible, if any with details</th>
<th>No. of Service Hours</th>
<th>No. of trip operated late (outside tolerance limits)</th>
<th>Details of Breakdown if any (Time, Type Code)</th>
<th>Details of accident if any (Time, Type Code)</th>
<th>Remarks, If Any</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
<td>(9)</td>
<td>(10)</td>
<td>(11)</td>
<td>(12)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Annexure E

### Bus Maintenance Data

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Bus No.</th>
<th>Maintenance due on (Kms)</th>
<th>Maintenance carried out on (Kms)</th>
<th>Whether carried out at authorized service centre</th>
<th>Entry No. in Bus Maintenance log book</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
</tr>
</tbody>
</table>
Annexure F

OPERATIONAL GUIDELINES

1. Incident Reporting

1.1. Incident Reporting

IM as an integrated mechanism needs to maintain the records of all incidents, which will be used for monitoring and investigation purposes. The Concessionaire will need to maintain the data of all incidents including these:

- Resulting in damage to the bus, third party vehicles or inanimate objects;
- Causing injury to bus passengers, bus crew or members of the public (including assaults) or animate objects; or
- Which could be considered to have safety implications (such as mechanical failure, fire, wheel loss etc.); and
- Traffic accidents and vandalism.

1.2. Immediate Reporting of Serious Incidents

1.2.1. The Concessionaire shall inform OCC of IM immediately on telephone, online bus communication system or any other available mode of communication, any of the following in so far as they relate to the provision of the Services:

- All incidents resulting in a fatality, or major injury or requiring medical attention;
- Robberies and assaults on passengers or staff;
- Low bridge/flyover strikes or other limited headroom obstructions;
- Fire on vehicles;
- Collisions resulting in any injury;
- Vandalism and public disorder (both on and off service vehicles);
- Safety critical bus failures (including wheel loss, brake failure or power surge); and
- Any incident of a like nature or that is likely to attract media attention.

1.2.2. The Concessionaire shall send information immediately to OCC after an event referred to in above Para has taken place, with the following information:

- Route number;
- Date, time and location of incident;
- Bus Registration No;
- A brief description of the incident;
1.2.3. The Incident Report Form must be completed and submitted to OCC at the earliest opportunity.

1.2.4. The Concessionaire may be required to submit additional incident investigation reports as required by IM.

1.3. **Weekly Reporting of Other Incidents**

A full report for “other” incidents; i.e. those that do not fall under the definition of “serious” incidents, shall be reported as soon as is practically possible having regard to the reporting requirement as given above.

2. **Standard Guidelines for attending & dealing with on-the-Road Accidents/Incidents Involving Buses, Passengers &/or Staff**

2.1. **Introduction**

This section defines the respective responsibilities of the Concessionaire and IM in responding to and dealing with on-the-road accidents and other incidents actually involving buses, passengers and staff, and the effects of such accidents/incidents.

2.2. It is the primary responsibility of the Concessionaire, their staff and officials, to deal with the actual incidents. The Concessionaire must ensure that there are adequate resources and/or training of their own staff, in order that they can deal with these incidents including obtaining and reporting information to meet both the Concessionaire’s and IM’s requirements.

2.3. The Concessionaire needs to ensure that appropriate action is taken to minimise the effects on passengers, the Services and any other services operated under contract with or by Concession Agreement of IM. This includes arranging the transfer of passengers to any other suitable alternative Buses.

2.4. The Concessionaire should fill the Incident Report Form and submit it to OCC at the earliest.

2.5. The Concessionaire should not give interviews or comments to the media. If specifically asked for comments on the incident, the Concessionaire will refer the enquiry to the IM.
**INCIDENT REPORT FORM**

**SECTION A (USE SEPARATE SHEET FOR ADDITIONAL INFORMATION OR CONTINUE OVERLEAF)**

<table>
<thead>
<tr>
<th>Concessionaire:</th>
<th>Depot:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route Number:</td>
<td>Bus Registration NO:</td>
</tr>
<tr>
<td>Nature of Incident:</td>
<td>(Major/Minor/Fatality)</td>
</tr>
<tr>
<td>Date of Incident:</td>
<td>Time of Incident:</td>
</tr>
<tr>
<td>Location (including Road/Junction/Postcode):</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Details of Persons Injured:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Include Name and Address/Age Sex/Injury Address: Contact No. if available</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Brief Details of Incident:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Damage Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Include All Vehicles/Infrastructure Involved</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>No: Date: TIME:</td>
</tr>
</tbody>
</table>

**SECTION B (USE SEPARATE SHEET FOR ADDITIONAL INFORMATION OR CONTINUE OVERLEAF)**

<table>
<thead>
<tr>
<th>Time Arrived at Scene:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Destination of bus: Travelling From: To:</td>
</tr>
<tr>
<td>Estimated Speed: Fleet Number: Hospital Used:</td>
</tr>
<tr>
<td>Driver Name: PSV Badge:</td>
</tr>
<tr>
<td>Conductor Name: Badge no:</td>
</tr>
<tr>
<td>In the vicinity of: pedestrian crossing/traffic lights/passenger queue/stopping place/mini roundabout/other road junction/bus lane</td>
</tr>
<tr>
<td>Police Station Jurisdiction: Did Police Witness Incident?: FIR NO if applicable:</td>
</tr>
<tr>
<td>Details of Other Witnesses: contact no. if available:</td>
</tr>
</tbody>
</table>
TICKETING AND TICKETING EQUIPMENT

1. Introduction

IM is planning to implement an Automatic Fare Collection System (AFCS) on all stage carriage buses in Delhi. In the proposed AFCS, commuters will use Contactless Smart Cards for payment of fare in buses. In addition, for non-Smart Card holder passengers, there will be other ticketing options, which may include Electronic Ticketing Machines (ETMs). IM shall select an agency (ies) to supply, install, maintain and operate the AFCS System (“Service Provider for AFC System”). After selection of AFCS Provider, detailed guidelines and operating procedures will be formulated with respect to AFCS and intimated to the Concessionaire.

IM shall arrange to supply the Concessionaire with the ticketing equipment which may include the following, for the use by the Concessionaire in operating the services (“Ticketing Equipment”). IM shall determine the quantities of each item of equipment that will be supplied from time to time.

<table>
<thead>
<tr>
<th>Item</th>
<th>Main Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic Ticket Machine (ETM)</td>
<td>For issuing tickets against cash</td>
</tr>
<tr>
<td>ETM Charger</td>
<td>For charging the ETM on bus</td>
</tr>
<tr>
<td>Smart Card Validator (SCV)</td>
<td>Required to validate Smart Cards on bus.</td>
</tr>
<tr>
<td>Drivers Module</td>
<td>For collecting the transaction data and transferring fare table and configuration data</td>
</tr>
<tr>
<td>Depot Computer (with Printer and UPS)</td>
<td>To store and transmit data between the equipment on the buses and the central system.</td>
</tr>
<tr>
<td>Communication Module</td>
<td>For transfer of data between buses and Depot computer</td>
</tr>
<tr>
<td>Smart Card</td>
<td>Contactless Smart Card</td>
</tr>
</tbody>
</table>

2. Ticketing Equipment and Emergency Ticket Packs

2.1. IM or its nominated service provider shall supply to the Concessionaire such Ticketing Equipment and Emergency Ticket Packs in such volumes and of such type as IM in its reasonable opinion considers necessary for the Concessionaire to operate the services. The Ticketing Equipment and Emergency Ticket Packs shall remain the
property of IM and the Concessionaire shall not in any way act or refrain from acting in any way which may impair or affect IM’ or its nominated service provider (as the case may be) access to such Ticketing Equipment and/or Emergency Ticket Packs.

2.2. The type of Ticketing Equipment and/or Emergency Ticket Packs supplied pursuant to Para 2.1 may change from time to time and the Concessionaire shall co-operate fully with IM and its nominated service provider in respect of the introduction of any new types of Ticketing Equipment and/or Emergency Ticket Packs.

2.3. IM shall arrange to install the Ticketing Equipment in buses and issue, or arrange for the issue of other Ticketing Equipment and Emergency Ticket Packs at a location named by the Concessionaire.

2.4. The Concessionaire shall not without the prior written consent of IM use the Ticketing Equipment or the Emergency Ticket Packs for any purposes other than for the provision of bus passenger transport services on behalf of and under contract to IM.

2.5. The Concessionaire shall not without the prior written consent of IM use other types of ticket issuing and/or pass recording equipment for the purposes of operating the services or for any purposes associated therewith.

2.6. The Concessionaire shall, in no case, remove or tamper with the Ticketing Equipment or other devices.

2.7. Except as otherwise specifically authorized, all installation, removal and maintenance of the Ticketing Equipment shall be undertaken by IM or its service provider and subject to provision of Para 2.17 shall be undertaken at IM’s expense. The Concessionaire shall permit IM or its nominated service provider, access to the Concessionaire’s vehicles at all reasonable times for the purposes of installation or removal of Ticketing Equipment and for the purposes of servicing, maintenance or repair of Ticketing Equipment.

2.8. The Concessionaire shall permit IM or its nominated service provider to do such works as are necessary to carry out the installation on or removal of Ticketing Equipment from the Concessionaire’s vehicles. IM shall ensure that all such works shall be done with reasonable skill and care.

2.9. The Concessionaire shall ensure that Ticketing Equipment is made available to IM or its nominated service provider for the purposes of servicing, maintenance or repair as and when required by IM or requested by the Concessionaire.

2.10. All vehicles used in the operation of the services shall be fitted with the Ticketing Equipment provided pursuant to Para 2.1.

2.11. In case, the Concessionaire intends to withdraw any vehicle from the operation, the Concessionaire shall apply to IM, a minimum of 1 (one) week prior to the date of withdrawal, for removal of any Ticketing Equipment from such vehicle.

2.12. The Concessionaire shall be responsible for the safe-keeping of the Ticketing Equipment and Emergency Ticket Packs unless they are in the possession of IM or its
nominated service provider (not being the Concessionaire) and any costs incurred or revenue potentially lost as a result of loss or misuse of the Ticketing Equipment and/or Emergency Ticket Packs shall be paid to IM by the Concessionaire.

2.13. The Concessionaire shall operate the Ticketing Equipment and take such steps as are necessary to keep it in good working order in accordance with instructions and procedures issued by IM or its nominated service provider to the Concessionaire from time to time.

2.14. The Concessionaire shall make use of the Emergency Ticket Packs in accordance with the provisions of Para 6.0.

2.15. In case any Ticketing Equipment which is lost or damaged by reason of the Concessionaire, its employees, contractors or agents:

2.15.1. carrying out any modification, adjustment, repair or maintenance of the Ticketing Equipment without the prior written consent of IM;

2.15.2. tampering or interfering with or applying any attachments to the Ticketing Equipment which have not been authorised by IM;

2.15.3. failing to install the parts of the Ticketing Equipment for which it has responsibility for installation in a proper and careful manner;

2.15.4. failing to look after or to keep the Ticketing Equipment securely;

2.15.5. failing to use the ticket rolls and/or other material supplied by IM, in the manner prescribed by IM from time to time;

2.15.6. subjecting the Ticketing Equipment to unusual physical or electrical stress; or

2.15.7. failing to exercise due skill and care in handling the Ticketing Equipment or neglecting or misusing the Ticketing Equipment

The same shall be repaired or replaced at the expense of the Concessionaire or, if IM requires, the Concessionaire shall pay to IM a sum equal to the full replacement value of such Ticketing Equipment.

2.16. Upon expiry or termination of the Concession Agreement, the Concessionaire shall immediately return all Ticketing Equipment and Emergency Ticket Packs supplied hereunder to IM. If the Concessionaire fails to return the Ticketing Equipment and/or Emergency Ticket Packs, IM or its nominated service provider shall have the right to enter the Concessionaire’s premises and vehicles to recover the same. The Concessionaire shall pay to IM a sum equal to the full replacement value of any such Ticketing Equipment not returned to or recovered by IM and, in the case of Emergency Ticket Packs a sum equal to the total value of the contents of the same as if the Emergency Ticket Pack had not been opened and no tickets issued from it in respect of any Emergency Ticket Pack not returned to or recovered by IM.
3. Ticket Rolls and Other Material

3.1. IM or its nominated service provider shall supply to the Concessionaire ticket rolls and other material (viz. consumables, spares), as may be required to operate/use Ticketing Equipment, in such volumes and of such type and at such frequencies as IM in its reasonable opinion considers necessary for the Concessionaire to operate the services.

3.2. The Concessionaire shall not without the prior written consent of IM use the ticket rolls and/or other material supplied pursuant to Para 3.1 for any purposes other than for the provision of the services.

3.3. The Concessionaire shall not use the ticket rolls and/or other material other than those provided by IM or its nominated service provider for the purposes of operating the services.

3.4. The Concessionaire shall be responsible for the safekeeping of the ticket rolls and other material unless they are in the possession of IM or its nominated service provider (not being the Concessionaire) and any costs incurred as a result of loss or misuse of the ticket rolls or other material shall be paid to IM by the Concessionaire.

3.5. Upon expiry or termination of the Concession Agreement the Concessionaire shall immediately return all unused ticket rolls and other material supplied hereunder to IM. If the Concessionaire fails to return the ticket rolls and/or other material, IM shall have the right to enter the Concessionaire’s premises to recover the same. The Concessionaire shall pay to IM a sum equal to the full replacement value of any such ticket rolls and/or other material not returned to or recovered by IM.

4. Information and Data From Ticketing Equipment

4.1. The Concessionaire shall provide and make available to IM or its nominated service provider all passenger journeys, revenue receipts, ticket issued and other data in agreed electronic formats.

4.2. The Concessionaire shall provide to IM any such information in respect of passenger journey, revenue receipts and ticket issue as IM may reasonably require from time to time.

4.3. IM shall have the rights to audit revenue data and the rights associated therewith.

5. Rights of Access to and Audit of Revenue Data

5.1. The Concessionaire shall maintain systems which accurately record and control the Concessionaire’s handling of fares revenue and payment of the same to IM, Ticketing Equipment, Emergency Ticket Packs and any other equipment or items provided by IM or its nominated service provider to the Concessionaire for the provision of the services as follows:
5.1.1. the Concessionaire’s allocation of Ticketing Equipment and Emergency Ticket Packs to vehicles and/or staff;
5.1.2. the location of Ticketing Equipment and Emergency Ticket Packs and other items provided by IM or its nominated service provider;
5.1.3. duties worked against receipts paid in by duty;
5.1.4. ticket sales information to cash paid in reports;
5.1.5. the Concessionaire’s procedure for dealing with paying in irregularities (e.g., more or less cash being paid in that is being accounted for on the Ticketing Equipment); and
5.1.6. the Concessionaire’s procedure for ensuring that all on-bus fares revenue collected on the services is paid to IM

and shall undertake regular checks of these systems in order to test their effectiveness and put in place such measures as are necessary to eliminate any shortfalls in these areas.

5.2. The Concessionaire shall provide to IM details, as required, (including full documentation) of the systems adopted in accordance with the requirements of Para 5.1 and any other data security procedures adopted by the Concessionaire to maintain accurate and reliable records of sales information. IM shall have the right to audit all such systems.

5.3. The Concessionaire shall at its own expense comply with any reasonable recommendations of IM in relation to amendment or implementation of procedures relating to the above.

5.4. The Concessionaire shall keep all records relating to revenue including a receipt for each duty operated or in the absence of this a ticket machine waybill for each duty operated for a minimum of 6 (six) months, all data from the Ticketing Equipment for a minimum of 12 (twelve) months, all accounting records for the period of 5 years, provided that if data, records or information shall fall into more than one of the aforementioned categories such data, records or information shall be kept for the longer period indicated.

5.5. IM shall have a right of access, on giving reasonable notice, to the Concessionaire’s premises in order to exercise the rights of audit set out in Para 5.1 and 5.2 and in order to inspect fares revenue receipt information, Ticketing Equipment, Emergency Ticket Packs and any other equipment or item provided by IM or its nominated service provider to the Concessionaire and any other accounting records or supporting information kept by the Concessionaire relating to the provision of the services.

5.6. IM shall have the right to take copies of such records and information referred to in Para 5.1 as are necessary in connection with any audit carried out pursuant to Para 5.1 and 5.2. The Concessionaire shall allow copies to be taken on its copying equipment at no cost to IM.
5.7. In the case of Ticketing Equipment, Emergency Ticket Packs and any other equipment or items provided by IM or its nominated service provider to the Concessionaire, IM reserves the right to instruct the Concessionaire to carry out its own audit of this equipment and items in such form as IM may reasonably request and provide the results of such audit to IM.

6. **Fare Collection Arrangements and Ticket Checking**

6.1. The Concessionaire shall ensure that its drivers and other staff as appropriate carry out and comply with the following procedures (as amended from time to time by IM).

6.2. **Emergency Ticket Packs**

6.2.1. The Concessionaire shall ensure that on commencement of duty the driver will have issued to him/her an Emergency Ticket Pack which bears a uniquely identifying serial number.

6.2.2. In the event of the ticket machine becoming inoperable during the duty the Emergency Ticket Pack will be opened and the tickets issued in lieu of tickets from the ticket machine. Each Emergency Ticket Pack ticket is individually numbered and denotes a value.

6.2.3. The Emergency Ticket Pack will contain a waybill which must be completed in full showing details of the tickets issued and at the end of the duty the Emergency Ticket Pack (complete with unused tickets) and the waybill shall be handed in by the driver at the Depot.

6.2.4. The Concessionaire shall check the completion of the waybill and shall return all part used Emergency Ticket Packs and the accompanying waybills to IM, or where notified to its contractors or agents each week.

6.2.5. The used Emergency Ticket Pack will be replaced by IM or where notified its contractor or agent with a uniquely serial numbered new Emergency Ticket Pack.

6.2.6. All monies collected or received by the Concessionaire as a result of the use of Emergency Ticket Packs shall be paid to IM by the Concessionaire.

7. **Re-issued Tickets**

7.1. Under no circumstances, whatsoever, used or withdrawn tickets may be re-issued. Drivers must not have used tickets in their possession at any time.
### LIST OF STATUTORY CERTIFICATIONS

**Cluster no.:**

**Concessionaire code:**

**Date:**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Bus No.</th>
<th>COF Certificate No.</th>
<th>Date of Issue</th>
<th>Valid upto</th>
<th>PUCC Certificate No.</th>
<th>Date of Issue</th>
<th>Valid upto</th>
<th>CNG Leakage Test Details Certificate No.</th>
<th>Date of Issue</th>
<th>Valid upto</th>
<th>Insurance Details Policy No.</th>
<th>Date of Issue</th>
<th>Type</th>
<th>Valid Upto</th>
<th>Road Tax Details Receipt No. Date Validity Month</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure I

LOST KILOMETERAGE CLASSIFICATION & CAUSES - DEDUCTIBLE AND NON-DEDUCTIBLE

1. **Staff (Deductible)**
   1.1. In service kilometerage not operated due to staff causes may include (but is not limited to):
      
      1.1.1. Insufficient staff to cover the service including shortage, sickness or absence, industrial action etc.
      
      1.1.2. Sickness on duty (part loss).
      
      1.1.3. Suspension of driver or conductor (without replacement).

2. **Mechanical (Deductible)**
   2.1. In service kilometerage not operated due to mechanical causes may include (but is not limited to):
       
       2.1.1. Insufficient buses to cover the service.
       
       2.1.2. Non-serviceable bus.
       
       2.1.3. Breakdowns en-route.

3. **Other Deductible**
   3.1. In service kilometerage not operated due to something over which the Concessionaire has an element of control but which is not covered by staff or mechanical causes may include (but is not limited to):
       
       3.1.1. Staff error or unauthorised curtailments by staff.
       
       3.1.2. A bus blocked in the garage and unable to depart on time.
       
       3.1.3. A bus running out of fuel en-route.
       
       3.1.4. Where a bus in service has to be withdrawn due to a defective radio.
       
       3.1.5. Where the reason for the lost Kilometerage is unknown or is in doubt.

4. **Traffic (Non-Deductible)**
   4.1. In service kilometerage not operated due to traffic causes may include (but is not limited to):
       
       4.1.1. Curtailments or lost journeys arising from the effect of traffic congestion whatever the cause.
4.1.2. Losses arising from staff being late in reaching changeover points must not be included unless it can be shown that the staff left the garage on time and that the allowed running time from garage to changeover point is adequate under normal circumstances.

4.1.3. Losses arising from road traffic accidents involving the Concessionaire’s vehicle.

5. **Other Non-Deductible**

5.1. In service kilometerage not operated due to something beyond the Concessionaire’s reasonable control but which is not covered by traffic causes may include (but is not limited to):

5.1.1. **Incidents**

Any kilometerage losses resulting from incidents reportable to OCC (as defined in Incident Reporting).

Non-deductible losses apply only to the day the incident occurred and should not exceed the remainder of the duty in question unless exceptional circumstances are explained. For road traffic accidents or vandalism whilst in service it must be demonstrated that action was taken as quickly as possible to render the vehicle(s) fit for service. Evidence must be readily available to show the number of vehicles affected, incident times, the extent of the damage, engineers action etc.

5.1.2. **Disasters**

Where a major occurrence requires a fundamental change to the planned operation, for example accidents or explosions.

Losses arising from traffic congestion caused by these events will be classified as non deductible.

5.1.3. **Road Closed/Blocked**

Where vehicles are ‘turned back’ or prevented from completing part of the route, for example security alerts, diversions, or roads blocked.

Losses arising from traffic congestion caused by these events should be classed as non deductible.
### CATEGORY WISE LIST OF INFRACTION

#### Table 3.A : Category A Infraction

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Safety</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Damaged/Missing window safety guard rails</td>
</tr>
<tr>
<td>2</td>
<td>Loose electrical wiring/ tampering with electrical wiring harness</td>
</tr>
<tr>
<td>3</td>
<td>Missing, expired or unspecified medicines in the first aid box or kit</td>
</tr>
<tr>
<td>4</td>
<td>Lack of specified fire extinguishers, empty or partially empty fire extinguishers that are beyond the date of expiry, or do not specify the expiry date.</td>
</tr>
<tr>
<td>5</td>
<td>Defective, damaged, or an otherwise inoperative wheelchair ramp.</td>
</tr>
<tr>
<td>6</td>
<td>Damaged floor, steps, hatches, or hatch covers inside the bus</td>
</tr>
<tr>
<td>7</td>
<td>Missing, damaged, or loosely hanging rub rails, hand grab rails, and hand holds</td>
</tr>
<tr>
<td>8</td>
<td>Missing, broken, or loosely hanging, seat belts, or wheel chair anchorages</td>
</tr>
<tr>
<td>9</td>
<td>Missing, non operative, or blackened saloon lights, indicator lights, wiper system, wiper blades, prescribed horn and any indicating instruments (per item)</td>
</tr>
<tr>
<td>10</td>
<td>Fixing any additional lights, gadgets, guards, fixtures, etc. on the exterior of the bus in contravention to the Applicable Laws.</td>
</tr>
<tr>
<td>11</td>
<td>Fitment of radio, music system, or any other gadgets inside the bus in contravention to the Applicable Laws.</td>
</tr>
<tr>
<td><strong>Operations</strong></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Not stopping at authorized bus stops on the Route</td>
</tr>
<tr>
<td>13</td>
<td>Delaying operation of Stage Carriage Services without cause.</td>
</tr>
<tr>
<td>14</td>
<td>Parking vehicles in stations against permitted rules and regulations.</td>
</tr>
<tr>
<td>15</td>
<td>Driver smoking while on board the bus</td>
</tr>
<tr>
<td>16</td>
<td>Picking and dropping passengers at unauthorized bus stops</td>
</tr>
<tr>
<td><strong>Quality</strong></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>To operate vehicle with visible dents that are more than 6” in depth.</td>
</tr>
<tr>
<td>18</td>
<td>Oil spillage on wheel rims, hubs, tyres, etc</td>
</tr>
<tr>
<td>19</td>
<td>Discoloration, peeling paint, or unpainted repair work inside the bus or on any of its items</td>
</tr>
</tbody>
</table>

#### Table 3.B : Category B Infraction

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Safety</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Running the bus with a lux level less than 70 in the saloon area</td>
</tr>
<tr>
<td>2</td>
<td>To operate with defective front, side and/or back brake lights</td>
</tr>
<tr>
<td>3</td>
<td>Section of handrail loose or with sharp edges</td>
</tr>
<tr>
<td>S. No.</td>
<td>Description of Infraction</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>4</td>
<td>Inadequate operation of passenger access doors, either due to damage or incorrect operation which affects the boarding and alighting of passengers</td>
</tr>
<tr>
<td>5</td>
<td>Defective, emergency exits and hatches or damaged or bent bumpers</td>
</tr>
<tr>
<td>6</td>
<td>Not adhering to required staff training schedules and programs.</td>
</tr>
</tbody>
</table>

**Operations**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Removal of catalytic convertor or running the bus without a working catalytic converter, or not replacing the catalytic converter when required</td>
</tr>
<tr>
<td>8</td>
<td>Not carrying a Passenger Complaint Book or a refusal to give the Passenger Complaint Book on demand to a passenger or a IM’ representative</td>
</tr>
<tr>
<td>9</td>
<td>Parking Stage Carriage Buses in places other than those prescribed by IM</td>
</tr>
<tr>
<td>10</td>
<td>Deviating from the route of a service without the prior authorization or instruction of IM/Police without due cause</td>
</tr>
<tr>
<td>11</td>
<td>Not assisting wheel-chair passengers and the mobility impaired in boarding/alighting/anchoring their wheel chair, or in accessing and egressing from the bus. Refusing to provide all necessary support to the mobility impaired.</td>
</tr>
<tr>
<td>12</td>
<td>Failed to provide uniform to drivers in terms of para 7 of Annexure B of this Schedule.</td>
</tr>
</tbody>
</table>

**Quality**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Dirty vehicle, outside or inside, at the beginning of the journey</td>
</tr>
<tr>
<td>14</td>
<td>Damaged, broken, loosely fitted, or missing passenger seats</td>
</tr>
<tr>
<td>15</td>
<td>Display of incorrect passenger route information, inadequately lit or illegible display of passenger information at any of designated locations for displaying passenger information on the bus</td>
</tr>
<tr>
<td>16</td>
<td>Not complying with Pollution Control Norms and/or allowing the vehicle to emit a high level of visible exhaust (smoke).</td>
</tr>
<tr>
<td>17</td>
<td>Display of slogans, posters on the bus without prior approval of IM.</td>
</tr>
</tbody>
</table>

**Table 3.C : Category C Infraction**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR</td>
</tr>
<tr>
<td>1</td>
<td>To drive with lights off in the saloon area and/or destination boards after lighting up time</td>
</tr>
<tr>
<td>2</td>
<td>Use of unauthorized electronic equipment by the driver while driving (Cell Phones, Walkman etc.)</td>
</tr>
<tr>
<td>3</td>
<td>Causing minor road accidents</td>
</tr>
<tr>
<td>4</td>
<td>Violation of any of the legal requirements related to registration, operation and maintenance of the buses</td>
</tr>
<tr>
<td>5</td>
<td>Fitment of an Air Pressure Horn</td>
</tr>
<tr>
<td>6</td>
<td>Driving the bus in a defective condition, running out of fuel en-route</td>
</tr>
<tr>
<td>7</td>
<td>Non-maintenance of CNG vent piping meant for allowing leaked gases to escape.</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>9  Operating unauthorized trips such as trips which do not form part of the Schedule</td>
</tr>
<tr>
<td>10 Tampering On-board Equipment</td>
</tr>
<tr>
<td>11 Driver quarrelling with passenger(s) or road users or otherwise ill treating passengers or other road users.</td>
</tr>
<tr>
<td>12 Operational staff working beyond authorized working hours permitted under Applicable Laws.</td>
</tr>
<tr>
<td>13 Use of drivers without proper registration</td>
</tr>
<tr>
<td>Quality</td>
</tr>
<tr>
<td>14 To use or modified colors and designs of the external paintwork of the vehicle outside the standards parameters as notified by Transport Department, GNCTD</td>
</tr>
<tr>
<td>15 To place advertising material not authorized by IM or to infringe regulations regarding advertising material in vehicles</td>
</tr>
</tbody>
</table>

### Table 3.D : Category D Infraction

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Damaged, or over worn tyres, poor quality retreading of tyres, poorly inflated tyres etc.</td>
</tr>
<tr>
<td>2</td>
<td>Causing Major road accidents.</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous - Contractual Compliances</td>
</tr>
<tr>
<td>3</td>
<td>Failure to deliver incident information on time, as required by IM as specified in the Concession Agreement</td>
</tr>
<tr>
<td>4</td>
<td>To refuse to accept the visits of IM inspectors or authorized representatives. To hide information or to provide partial or erroneous information.</td>
</tr>
<tr>
<td>5</td>
<td>To implement administrative and accounting practices which impair the reliability of the accounting and financial information which the Concessionaire is required to keep in accordance with this Agreement.</td>
</tr>
<tr>
<td>6</td>
<td>To transfer title of any Bus without prior written authorization of IM.</td>
</tr>
<tr>
<td>7</td>
<td>Failure to provide adequate information to IM/ Police/ DoT in relation to accident/s, injury to persons, damage to public / third party property</td>
</tr>
<tr>
<td>8</td>
<td>Employing staff who do not meet Permit Conditions</td>
</tr>
<tr>
<td>9</td>
<td>Misinformation or an attempt to hide anti-social incidents on the bus or accidents en-route</td>
</tr>
<tr>
<td>10</td>
<td>Driver carrying weapons/arms of any kind on board the bus/ on person while on duty</td>
</tr>
<tr>
<td>11</td>
<td>To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR</td>
</tr>
</tbody>
</table>

### Table 3.E : Category E Infractions

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Over speeding, rash driving (driving bus beyond prescribed speed limit as notified from time to time)</td>
</tr>
</tbody>
</table>
Table 3.F: Details of Infractions, which shall be measured on the basis of random sample checks conducted by IM’ authorized officials.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of the infraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1F</td>
<td>Driver not wearing prescribed dress, badges, shoes, etc</td>
</tr>
<tr>
<td>2F</td>
<td>Dirty vehicle, outside or inside at the beginning of the journey.</td>
</tr>
<tr>
<td>3F</td>
<td>Not carrying a valid driving license, identity card or driving authorization, etc.</td>
</tr>
<tr>
<td>4F</td>
<td>Not carrying the correct vehicle registration certificate, vehicle insurance, PUCC, any other prescribed document, etc</td>
</tr>
<tr>
<td>5F</td>
<td>Broken side, front or back window, glasses or wind screen glasses</td>
</tr>
<tr>
<td>6F</td>
<td>Defective, damaged electronic PIS</td>
</tr>
</tbody>
</table>

The deductions and the incentives for the above performance standards will be as per the following:

<table>
<thead>
<tr>
<th>Average Score per bus</th>
<th>Incentive / Deduction for the fleet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1</td>
<td>Incentive of Rs. 750X No. of total buses in the cluster</td>
</tr>
<tr>
<td>1 or more, less than 2</td>
<td>Incentive of Rs. 150 X No. of total buses in the cluster</td>
</tr>
<tr>
<td>2 or more, less than 4</td>
<td>Penalty of Rs. 300 X No. of total buses in the cluster</td>
</tr>
<tr>
<td>4 or more</td>
<td>Penalty of Rs. 750 X No. of total buses in the cluster</td>
</tr>
</tbody>
</table>

Checking Modalities:

The performance of the Concessionaire shall be evaluated on monthly basis, at the discretion of IM. In order to measure the performance of the Concessionaire on the above parameters, sample checks shall be conducted by IM’ authorized officials on a random basis. At least one random check shall be carried during the month. However IM reserves the right to conduct, more than one check during any given month, in which case the average of all checks conducted during the month shall be considered. In case, due to any reason, no check is carried out during a month, no incentive or deduction shall be applicable.

Each bus that is checked shall be assigned a score on a scale from 0 to 6 (0 being Very Good and 6 being Very Poor) based on infractions observed during the checks. The average score shall be computed for all the buses checked during the fortnight. The incentive and deduction for the fleet shall be computed and applied during the fortnight, as per the applicable slab.
Example:

A Concessionaire holds a fleet of 80 buses. Every fortnight, 8 buses shall be checked on random basis for infractions mentioned in Table 3F. Each bus will be ranked for each infraction on a scale from 0 to 6. Let the score obtained by each bus for various infractions are the following:

<table>
<thead>
<tr>
<th>Infraction 1F</th>
<th>Bus 1</th>
<th>Bus 2</th>
<th>Bus 3</th>
<th>Bus 4</th>
<th>Bus 5</th>
<th>Bus 6</th>
<th>Bus 7</th>
<th>Bus 8</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Infraction 2F</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Infraction 3F</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Infraction 4F</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Infraction 5F</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Infraction 6F</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2</strong></td>
<td><strong>3</strong></td>
<td><strong>0</strong></td>
<td><strong>5</strong></td>
<td><strong>6</strong></td>
<td><strong>1</strong></td>
<td><strong>4</strong></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>

The total score for all the buses checked is 23. The average score per bus is 23 divided by 8 (No. of buses checked) i.e. 2.9. The deduction applicable for the month shall be 300 multiplied by the total number of buses in the fleet i.e. 80, which works out to Rs. 24,000.
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Model No.</th>
<th>Chassis Number</th>
<th>Engine Number</th>
<th>Registration Details</th>
<th>Fitness Details</th>
<th>Permit Details</th>
<th>Insurance</th>
<th>Road Tax</th>
<th>PUCC Detail</th>
<th>CNG Leakage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
This SUBSTITUTION AGREEMENT is entered into on this the _________ day of _________ 20__ at ____________.

AMONGST

The President of India, acting through the Secretary and Commissioner, Transport Department and having its principal office at 5/9 Under Hill Road, Delhi 110006 (hereinafter referred to as the “DoT” which expression shall unless repugnant to the context or meaning thereof include its, successors and assigns) of the First Part;

________________________ [name and particulars of Lenders’ Representative] and having its registered office at ________, acting for and on behalf of the Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the “Lenders’ Representative”, which expression shall unless repugnant to the context or meaning thereof include its successors and trustees for the time being) of the Third Part; and

________________________ a company incorporated under the provisions of the Companies Act, 2013/ a Scheduled Caste/Scheduled Tribe Co-operative Society registered under the Delhi Co-operative Societies Act, 2003 and having its registered office at ****, (hereinafter referred to as the “Concessionaire” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes) of the Second Part;

WHEREAS:

(A) DoT has entered into a Concession Agreement dated ____________ with the Concessionaire (the “Concession Agreement”) for operation of Stage Carriage Services in Delhi for Cluster No.__ (specify Cluster No.).

(B) The Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Documents.

(C) The Lenders have requested DoT to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the rights of the Concessionaire under the Concession Agreement to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.
(D) In order to enable implementation of the Project including its financing, procurement, construction, operation and maintenance, DoT has agreed and undertaken to transfer and assign the rights of the Concessionaire under the Concession Agreement to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

(E) With a view to facilitate financing of the Project by the Concessionaire, and in pursuance of Clause 11.7 of the Concession Agreement, DoT and the Concessionaire have agreed to enter into Substitution Agreement being these presents with the Lenders representatives.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Substitution Agreement, the following words and expressions shall have the meaning hereinafter respectively assigned to them:

“Agreement” means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement.

“Financial Default” means occurrence of a material breach of the terms and conditions of the Financing Documents or a continuous default in Debt Service by the Concessionaire for a minimum period of ________(_).

“Financing Documents” means the documents executed by the Concessionaire in respect of financial assistance provided by the Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) required for the implementation of the Project.

“Lenders’ Representative” means the person referred to as the Lenders’ Representative in the foregoing Recitals.

“Nominated Company” means a company, incorporated under the provisions of the Companies Act, 1956/ a Scheduled Caste/Scheduled Tribe Co-operative Society registered under the Delhi Co-operative Societies Act, 2003, selected by the Lenders’ Representative, on behalf of Lenders, and proposed to the DoT for assignment/transfer of the rights of the Concessionaire under the Concession Agreement as provided in this Agreement.
“Notice of Financial Default” shall have the meaning ascribed thereto in Clause 3.2.1.

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders’ Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders’ Representative, acting for and on behalf of Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

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

1.2.4 The rules of interpretation stated in Clauses 1.2 and 1.3 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Concessionaire hereby assigns the rights, title and interest of the Concessionaire under the Concession Agreement to, and in favour of, the Lenders’ Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Lenders under the Financing Documents.

3 SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders’ Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.1.2 The DoT hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders’ Representative in accordance with this Agreement.
3.1.3 Notwithstanding anything contained under sub-clause 3.1.2 above, the DoT shall have the paramount right to reject the Nominated Company selected by the Lenders’ Representative without assigning any reasons thereof.

3.2 Substitution upon occurrence of Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders’ Representative may issue a notice to the Concessionaire (the “Notice of Financial Default”) along with particulars thereof, and send a copy to DoT for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Concessionaire shall have the right to cure such Financial Default, to the satisfaction of the Lenders’ Representative, within a period of _________(_) days from the date of receipt of Notice of Financial Default (hereinafter referred to as “the Cure Period”), failing which the Lenders’ Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Documents, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3 At any time after the expiry of the Cure Period, the Lenders’ Representative may request DoT to terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders’ Representative and the Concessionaire, the DoT may extend the aforesaid Cure Period by a period not exceeding _________(_) days.

3.3 Substitution upon occurrence of Concessionaire’s Event of Default

3.3.1 Upon occurrence of a Concessionaire’s Event of Default, the DoT shall by a notice inform the Lenders’ Representative of its intention to issue a Termination Notice and grant Fifteen (15) days time to the Lenders’ Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

3.3.2 In the event that the Lenders’ Representative makes a representation to DoT within the period of Fifteen (15) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders’ Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of one hundred and eighty (180) days from the date of such representation, and DoT shall withhold Termination for the aforesaid period of one hundred and eighty (180) days; provided that upon written request from the Lenders’ Representative and the Concessionaire, DoT shall extend the
aforesaid period of one hundred and eighty (180) days by a period not exceeding ninety (90) days.

3.4 Procedure for substitution

3.4.1 DoT and the Concessionaire hereby agree that on or after the date of expiry of Cure Period or the date of representation to the DoT under Clause 3.3.2, as the case may be, the Lenders’ Representative may, without prejudice to any of the other rights or remedies of the Lenders, invite, negotiate and procure offers, either by public auction or tenders for the implementation of the Project to the Nominated Company upon such Nominated Company’s assumption of the liabilities and obligations of the Concessionaire towards operation of the Stage Carriage Services under the Concession Agreement and towards the Lenders under the Financing Documents.

3.4.2 The Nominated Company shall, in any event whatsoever, in order to be eligible for substitution in place of the Concessionaire, be required to fulfil the eligibility criteria that were laid down by DoT in RFQ and/or RFP Document for short listing the bidders for award of the Project; provided that the Lenders’ Representative may represent to the DoT that all or any of such criteria may be waived in the interest of the Project, and if the DoT determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders’ Representative shall request DoT to:

(a) accede to the request to transfer to the Nominated Company the right to implement the Project in accordance with the provisions of the Concession Agreement;

(b) endorse and transfer the rights of the Concessionaire, under the Concession Agreement, to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and

(c) enter into a Substitution Agreement with the Lenders’ Representative and the Nominated Company on the same terms as are contained in the Concession Agreement.

3.4.4 If DoT has any objection to the transfer of the rights of the Concessionaire under the Concession Agreement in favour of the Nominated Company in accordance with this Agreement, it shall within Thirty (30) days from the date of request made by the Lenders’ Representative, give a reasoned order after hearing the Lenders’ Representative.

Provided that in the event of such objection by DoT, the Lenders’ Representative may propose another Nominated Company whereupon
the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.5 Selection to be binding
The decision of the Lenders’ Representative and DoT in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders’ Representative or the Lenders or the DoT taken pursuant to this Agreement including the transfer/assignment of the rights of the Concessionaire under the Concession Agreement in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire’s shares. It is hereby acknowledged by the Parties that the rights of the Lenders’ Representative are irrevocable and shall not be contested in any proceedings before any court or Tribunal and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain DoT or the Lenders’ Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders’ Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements
The Concessionaire shall ensure and procure that each agreement entered into with supplier, Vendors, service provider, contractor for the Project contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company’s assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5 TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default
At any time after the expiry of the Cure Period, the Lenders’ Representative may by a notice in writing require DoT to terminate the Concession Agreement forthwith, and upon receipt of such notice, DoT shall undertake Termination under and in accordance with the provisions of the Concession Agreement.

5.2 Termination when no Nominated Company is selected
In the event that no Nominated Company acceptable to DoT is selected and recommended by the Lenders’ Representative within the period of one hundred and eighty (180) days or any extension thereof as set forth in Clause 3.3.2, DoT may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of Debt Due
DoT and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders’ Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

6.1 This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:
(a) Termination of the Concession Agreement; or
(b) no sum is outstanding to the Lenders under the Financing Documents.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Concessionaire will indemnify, defend and hold DoT and the Lenders’ Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the 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.

7.1.2 DoT 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 DoT to fulfil 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, arising out of acts done in discharge of their lawful functions by DoT, its officers, and agents.

7.1.3 The Lenders’ Representative 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 Lenders’ Representative to fulfil its obligations under this Agreement, materially and adversely affecting the 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 Lenders’ Representative, its officers and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the “Indemnified Party”), it shall notify the other Party responsible for indemnifying such claim hereunder (the
“Indemnifying Party”) within Fifteen (15) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution: Arbitration

(a) Procedure

Any Dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within thirty (30) days of receipt of such intimation the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

(b) Place of Arbitration

The place of arbitration shall be at Delhi but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere in India.

(c) English Language

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

(d) Performance during Arbitration

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

(e) Costs

Each of the Parties to this Agreement shall bear their own respective costs for and during the Arbitration and shall not raise any claim in respect thereof as against the other Party.
9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

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

9.2 Waiver of sovereign immunity

The DoT unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the DoT with respect to its assets;

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

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:
(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third party beneficiaries
This Agreement is solely for the benefit of the Parties to the agreement and no other person or entity shall have any rights hereunder.

9.7 Survival

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

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of Three (3) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.
9.9 Successors and assigns

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

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

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

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:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF DoT

(Signature)

(Name)

(Designation)

(Address)
SIGNED, SEALED AND DELIVERED
For and on behalf of
LENDERS by the Lenders’ Representative:

(Fax) 
(Signature) 
(Name) 
(Designation) 
(Address) 
(Fax)

In the presence of:
1. 
2.
PAYMENT OF CYF

SCHEDULE 5

1. Calculation of CYF

1.1 CYF Release

(a) The Integrated Mechanism on behalf of DoT for the Project shall release to the Concessionaire, the amount calculated according to the CYF for the Stage Carriage Services provided for the month under consideration (“Payment Month” or “PM”).

(b) For each Payment Month, CYF shall be based on the volume of services provided in terms of Service Kilometers travelled for each Payment Month by the number of buses provided in Part III Cluster Design Data of RFQ, subject to Performance Adjustment, services provided as Additional Services.

(c) DoT agrees that the deployment plan/UTT shall ensure the average Service Kilometers scheduled per Stage Carriage for the number of buses as defined in Part III Cluster Design Data, in a continuous period of 12 (twelve) months, commencing from the Commercial Operation Date of the respective Buses, will be no less than the Average Assured Annual Bus Kilometer as defined in Part III Cluster Design Data.

(d) In the event DoT is unable to demand from the Concessionaire Service Kilometers up to Average Assured Annual Bus Kilometer in totality for the fleet of buses, DoT will pay to the Concessionaire, the CYF for Assured Annual Bus Kilometer (the “Assured Annual Payment Amount”).

(e) While calculating Average Assured Annual Bus Kilometer, the Service Kilometers shall be calculated as defined in the Concession Agreement.

1.2 CYF Release Schedule

Payment shall be made on the following dates (“Payment Date/s”), based on the invoice raised by the Concessionaire, at least 5 days prior to the Payment Date:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Payment Date</th>
<th>Amount of CYF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15&lt;sup&gt;th&lt;/sup&gt; day of PM</td>
<td>30% of estimated Payment for PM</td>
</tr>
<tr>
<td>2</td>
<td>30&lt;sup&gt;th&lt;/sup&gt; or 31&lt;sup&gt;st&lt;/sup&gt; day of PM</td>
<td>30% of estimated Payment for PM</td>
</tr>
</tbody>
</table>
| 3       | Before 10<sup>th</sup> day of month succeeding PM | 100% of Payment for PM subject to:  
(i) Minus  Performance Adjustment,  
(ii) Plus Payment for Additional Services provided in PM, and |
Note:

i.) However, in case where it is found that the Concessionaire is unlikely to meet Performance Standards, IM has the right to withhold payment set out at Sr. No. 1 and 2 above. In such case entire payment shall be made on the Payment Date set out at Sr. No. 3 above.

ii.) In addition, Goods and Services Tax (GST) and any applicable surcharges or cess on it, if any shall be paid.

iii.) In case 15th day of PM or 30th /31st day of PM is a bank holiday/ Gazetted holiday in the government, the payment will be released next day.

iv.) Along with the invoice the Concessionaire shall submit the duly filled up Compliance Format in terms of Annexure K of Schedule 3.

v.) The final payment will be released within 10 days from date of receipt of Invoice with compliances.

vi.) No interest will be payable on account of delay in release of payment.

1.2.1

(a) Payment for PM for Year 1 is CYOF / 12 and for succeeding years, Payment for PM shall be CYF/12.

(b) Performance Adjustments and Electricity Charges Adjustment shall be made at payment set out at Sr. No. 3 of Para 1.2 of Schedule 5.

(c) Adjustment based on CPIIW and WPI shall be made only twice a year i.e. based on March 31 and September 30 CPI values. No adjustment for change in CPIIW and WPI in the intervening period shall be payable.

**Note:** All the following calculations will be calculated based upon Annexure 1 of this Schedule

### 1.3 Fee Calculation

**Payment for PM =**

Consolidated Year One Fare (CYOF) divided by 12 (i.e., no of months) = X

**Minus**

Performance Adjustment (Performance Deduction – Performance Incentive) = Y

**Plus**

Payment at Additional Services for services provided in PM = Z

Note: In case of leap year, February 29 payment shall be treated as part of the month and no additional payment shall be made.
2.0 Payment for PM

2.1 CYF per month = X

\[ X = X \times [1 + (0.2 \times (CPI_n - CPI_b) / CPI_b) + (0.4 \times 0.6 \times (WPI_n - WPI_b) / WPI_b)] \]

*Where,

CPI stands for index value issued by Government of India’s Labour Bureau’s Consumer Price Index for Industrial Workers (CPI-IW) in Delhi. Source to be used: Data available at website [www.labourbureau.nic.in](http://www.labourbureau.nic.in) with one month time lag.

\[ CPI_n \] is the index value of CPI-IW. For PMs April to September, index value issued for immediately preceding March 31 shall be used and for PMs October to March, index value issued for immediately preceding September 30 shall be used.

\[ CPI_b = \text{base index value of CPI-IW equal to (Base Year 2016 = 100) = 122.8 (as on July, 2021)} \]

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

\[ WPI_b = \text{base index value of 135.9 as on August 2021.} \]

2.2 Performance Adjustment = Y

Performance Adjustment for PM = Y =

\[ \left( \text{Performance Deduction for PM Minus Performance Incentive for PM} \right) \times \left( 1 + \frac{CPI_n - CPI_b}{CPI_b} \right) \]

2.3 Payment for Additional Services

Payment for Additional Services for changes in UTT = Z = kilometers for Additional Services x CYF payable per Service Kilometer for the PM
Annexure 1 to SCHEDULE 5

<table>
<thead>
<tr>
<th>Description</th>
<th>Rupees (in Figures)</th>
<th>Rupees (in Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CYOF#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# excluding applicable GST (if any)

A. BREAK-UP OF PRICE FOR CYOF

<table>
<thead>
<tr>
<th>Quantity (Total No. of Service Kms per year)</th>
<th>Rs. / Service Km</th>
<th>Total per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A(Refer Table 1 Part III of RFQP Document)</td>
<td>B</td>
<td>C=A*B</td>
</tr>
</tbody>
</table>

Total – LF\textsubscript{AC} = CYOF\textsubscript{AC Services}

Note:

(a) The service kms per year include the distance for Idle run, which shall be payable at the same rate. Refer Trip and Idle Run definition in Concession Agreement.

(b) The Concessionaire may be directed by IM/DoT to operate additional Stage Carriages from reserve fleet depending upon operational exigency. In the said event to operate additional Stage Carriages, the applicable rates will be same which are applicable for Basic Services in terms of CYF payment.

(c) After completion of five years from the date of registration of each Stage Carriage, the payment will be subject to meeting the requirements in terms of Clause 7.2.2 (hh) of Concession Agreement. 50% of CYF shall be withheld till submission of Certificate of Refurbishment issued by vehicle manufacturer or his authorised network. Further, the withheld payment shall be released by IM/DoT to the Concessionaire for respective Stage Carriages without any interest on submission of the Stage Carriage wise Certificate of Refurbishment issued by vehicle manufacturer or his authorised network as required to be submitted to IM/DOT within a window of one year as specified in Clause 7.2.3 (hh) of Concession Agreement. However, the said withheld payment will be forfeited in case of delay in completion of Refurbishment work of each Stage Carriage beyond window of one
year as specified in Clause 7.2.3 (hh) of Concession Agreement. In the said event,
the payment of 50% of CYF shall restart only from the date of refurbishment of the
Stage Carriage in accordance with the above Certificate. IM will cross verify the
Certificate of Refurbishment on the ground for final acceptance for the purpose of
release of payment.
## IMPLEMENTATION PLAN

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Project Milestone</th>
<th>Elapsed Time from Appointed Date “End Date”</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Milestone No. 1: Financial Closure</td>
<td>Three (3) Months</td>
</tr>
<tr>
<td>2</td>
<td>Project Milestone No. 2: To achieve induction of at least 25% of total Stage Carriages in the respective Cluster.</td>
<td>Six (6) Months</td>
</tr>
<tr>
<td>3</td>
<td>Project Milestone No. 3: “COD” Operations of 100% of Stage Carriages.</td>
<td>Nine (9) Months</td>
</tr>
</tbody>
</table>

Note:

i. Total number of buses are exclusive of reserve fleet

ii. DoT reserves the right to alter the Project Milestones under exigent conditions
PERFORMANCE SECURITY

(Schedule 7)

This Deed of Guarantee executed on 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

Transport Department, Government of National Capital Territory of Delhi, represented by Secretary Transport and having its main office at 5/9, Under Hill Road, Delhi – 110 054, hereinafter referred to as “Transport Department, GNCTD”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

A. By the Concession Agreement entered into between Transport Department, GNCTD and ____________, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at ____________ (“the Concessionaire”). The Concessionaire has been granted the Concession to implement the Project envisaging Operation of Private Stage Carriage Services in Delhi for Cluster No. _______ (type appropriate Cluster No.) under Concession Agreement for a period of 10 years (hereinafter referred to as “the Project”).

B. In terms of Clause 9.1 of the Concession Agreement, the Concessionaire is required to furnish to Transport Department, GNCTD, an unconditional and irrevocable bank guarantee for an amount of Rs. ____________ (Rupees ____________only) as security for due and punctual performance/discharge of its obligations under the Concession Agreement, relating to Project by the Concessionaire.

C. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the Project.

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 irrevocably guarantees the due and punctual performance by M/s. ____________ (hereinafter called “the Concessionaire”) of all its obligations relating to the Project and in connection with achieving COD by the Concessionaire in accordance with the Concession Agreement.

---

1 To be issued by a nationalized bank or scheduled bank authorized by RBI to undertake government transaction in India

2 In case of Consortium both members would be included as Parties to the Agreement and collectively referred to as ‘the Concessionaire/Consortium’ as the context may require.
3. The Guarantor shall, without demur, pay to Transport Department, GNCTD sums not exceeding in aggregate Rs._____________________(Rupees _____________only), within ______ calendar days of receipt of a written demand therefrom from Transport Department, GNCTD stating that the Concessionaire has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by Transport Department, GNCTD and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, Transport Department, GNCTD 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 Concessionaire or postponement/non exercise/ delayed exercise of any of its rights by Transport Department, GNCTD or any indulgence shown by Transport Department, GNCTD 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 Transport Department, GNCTD or any indulgence shown by Transport Department, GNCTD, 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 ______ 3 unless discharged/ released earlier by Transport Department, GNCTD in accordance with the provisions of the Concession Agreement. The Guarantor’s liability in aggregate be limited to a sum of Rs. ______________.

6. This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/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.

Note: A similar Performance Security with suitable changes mutatis mutandis shall be furnished during operation periods in terms of Clause 9.7.

3 18 months from the date of signing the Concession Agreement
VESTING CERTIFICATE

1. The President of India, represented by Commissioner, Transport Department (the "Government") refers to the Concession Agreement dated *** (the "Agreement") entered into between the Government and **** (the "Concessionaire") for Operation of Stage Carriage Services in Delhi for Cluster No. ______ (specify Cluster No.).

2. Upon Termination, the Government 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 Government, 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 terms of the Agreement and/or relieving the Concessionaire in any manner of the same.

Signed this *** day of ***, 201_ at [***].

AGREED, ACCEPTED AND SIGNED          SIGNED, SEALED AND DELIVERED
For and on behalf of                        For and on behalf of
CONCESSIONAIRE by:                          GOVERNMENT OF Delhi by:

(Signature)                              (Signature)
(Name)                                  (Name)
(Designation)                           (Designation)
(Address)                               (Address)

In the presence of:

1.     2.
1. Facilities to be Provided by DoT

1.1 Location: as indicated in Part-III: Cluster Design Data.
1.2 Area: approx. to be indicated separately
1.3 Covered area of around 2,500 square meters with civil infrastructure facilities like space for office, security booths, medical facility and rest room, canteen, spare parts store, work shop sheds (for washing facilities, maintenance / service pits @ 3 pits per 100 Stage Carriages)
1.4 Boundary wall: 2 m height with 0.6 meter railing.
1.5 Provision for sanitary installations, external services connections, internal electrical connections, power wiring, telephone conduits, computer conduits, street light, signage and septic tank.
1.6 Office space for IM and FCS Provider including maintenance/ storage room
1.7 CNG Station on best effort basis, if found feasible by the CNG supplier.

Note:
- Civil works at the Depot shall be typically constructed by Transport Department, GNCTD whereas equipment, tools and fixtures have to be provided by the Concessionaire.
- The Depot with aforesaid civil structures shall be handed over post construction to the Concessionaire. Any routine or long-term upgradation/repair/maintenance of civil structures shall be taken up by the Concessionaire during the Concession Period.
- Infrastructure Maintenance: The Concessionaire shall be fully responsible for preventive and periodic maintenance of depot structure and office building under its control (including maintenance shed, service pits, lighting and landscaping). If the Concessionaire failed to maintain the office infrastructure then DoT/ IM may undertake the maintenance work on behalf of Concessionaire and appropriately deduct the expenses made for such work from the Concessionaire’s monthly payment.
- DoT will facilitate issue of No Objection Certificate for obtaining electricity and water connection in the name of Concessionaire. Further, Concessionaire will facilitate use of electricity in the office space for the IM and FCS subject to actual reimbursement towards cost of consumption.
- The Concessionaire shall be fully responsible to comply the directions of National Green Tribunal that only treated effluent can be used for washing and cleaning of buses.

2. Facilities to be Developed by the Concessionaire

2.1 There is no Municipal water supply available in the near vicinity. The Concessionaire to make own arrangement.
2.2 All equipment including maintenance equipment
2.3 Installation & commissioning of plant & machinery, statutory clearances like factory license, DPCC clearances for effluent discharge, noise level of DG set, electricity & water charges, etc.
3. **Change of Location of Depot**

3.1 The DoT may change location of Depot at the time of initial allotment or during the Concession Period based on ground factors like optimum utilization of Depot Space, availability of mentioned depot space, Court Case or in public interest to reduce Dead Mileage.

3.2 In the event of shifting of Depot during the Concession Period, the Concessionaire shall be entitled for special relief in performance deductions in terms of Schedule 3 (excluding accident and over speeding) for a period of one month. However, no shifting charges will be payable by the DoT to the Concessionaire.
Change in Ownership

The conditions related to shareholding/ cross holding are set out in the following paragraphs shall prevail over the other provisions specified in the Concession Agreement including Schedules:

1. Shareholding Restrictions

1.1 Type 1 Bidder

a) Type 1 Bidder is allowed to form a limited liability company under Indian Companies Act for implementing the Project.
b) Type 1 Bidder can win maximum of six (6) Projects out of the Cluster Scheme and can hold shares in a maximum of only six (6) Projects out of the Cluster Scheme at any given time.
c) Type 1 Bidder shall hold a minimum equity stake equal to 26% in the Concessionaire up to 3 (three) years from COD.
d) Type 1 Bidder shall commit to hold a minimum equity stake equal to 10% till the end of the Concession Period.
e) Any Person cannot hold shares in more than six (6) Projects out of the Cluster Scheme at given point of time directly or indirectly through its parent or subsidiary entity.
f) Promoter or Director or any person having common controlling shares or other ownership interest is not allowed in more than six (6) Projects out of the Cluster Scheme at any given point of time.
g) Any person cannot have any interest in more than six (6) Projects out of the Cluster Scheme either through debt/loan of any form, equity of any form and grant of any form.
h) Any two persons or business entity involved in a single company shall be treated as Promoter group. Such Promoter group or individual promoter/entity cannot hold any business interest beyond six (6) Projects out of the Cluster Scheme.
i) The Concessionaire shall not be allowed to transfer shares for at least three (3) years from Commercial Operation Date (COD) without the consent of Transport Department.

1.2 Type 2 Bidder

a) Type 2 Bidder can win maximum of one (1) Project and can hold shares in a maximum of only one Project out of the Cluster Scheme at any given time.
b) Type 2 Bidder shall hold a minimum equity stake equal to 26% in the Concessionaire up to 3 (three) years from COD.
c) Type 2 Bidder shall commit to hold a minimum equity stake equal to 10% till the end of the Concession Period.
d) Any Person cannot hold shares in more than six (6) Projects out of the Cluster Scheme at given point of time directly or indirectly through its parent or subsidiary entity.
e) Promoter or Director or any person having common controlling shares or other ownership interest is not allowed in more than six (6) Projects out of the Cluster Scheme at any given point of time.

f) Any person cannot have any interest in more than six (6) Projects out of the Cluster Scheme either through debt/loan of any form, equity of any form and grant of any form.

g) Any two persons or business entity involved in a single company shall be treated as Promoter group. Such Promoter group or individual promoter/entity cannot hold any business interest beyond six (6) Projects out of the Cluster Scheme.

h) The Concessionaire shall not be allowed to transfer shares for at least three (3) years from Commercial Operation Date (COD) without the consent of Transport Department.

1.3 Deleted

1.4 Type 4 Bidder

a) A Type 4 Bidder shall be required to incorporate a limited liability company under Indian Companies Act, 1956.

b) Lead Member of Type 4 Bidder can win maximum of six (6) Projects out of the Cluster Scheme and can hold shares in a maximum of only six (6) Projects out of the Cluster Scheme at any given time.

c) Maximum number of Projects that can be won by a Consortium shall include Projects won by any of the aforesaid Type 1, 2, 3 Bidder.

d) Lead Member shall hold a minimum equity stake equal to 26% in the Concessionaire and all other members of the Consortium shall individually, commit to hold a minimum equity stake equal to 5% in the Concessionaire up to 3 (three) years from COD.

e) Subsequent to three (3) years from COD the Lead Member shall commit to hold a minimum equity stake equal to 10% and all member of the Consortium together including the Lead Member shall commit to hold a minimum equity stake equal to 26% of SPC till the end of the Concession Period.

f) Any Person cannot hold shares in more than six (6) Projects out of the Cluster Scheme at given point of time directly or indirectly through its parent or subsidiary entity.

g) Promoter or Director or any person having common controlling shares or other ownership interest is not allowed in more than six (6) Projects out of the Cluster Scheme at any given point of time.

h) Any person cannot have any interest in more than six (6) Projects out of the Cluster Scheme either through debt/loan of any form, equity of any form and grant of any form.

i) Any two persons or business entity involved in a single company shall be treated as Promoter group. Such Promoter group or individual
promoter/entity cannot hold any business interest beyond six (6) Projects out of the Cluster Scheme.

j) The Concessionaire shall not be allowed to transfer shares for at least three (3) years from Commercial Operation Date (COD) without the consent of Transport Department.
Request for Qualification and Proposal

for

Cluster No. 3 CLF and 4 CLF

Operation of
Private Stage Carriage Services

September 30, 2021

Part III – Cluster Design Data

Issued By

Transport Department
Government of National Capital Territory of Delhi

Prepared by

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th Floor, Block-1, Delhi Technology Park,
Shastri Park, Delhi 110 053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
The information contained in this Cluster Design Data (“CDD”) document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Transport Department, GNCTD or any of their employees or advisors, is provided to Bidder/s is provided to assist the Bidders in the formulation of their Proposals. The CDD does not purport to contain all the information each Bidder may require. This CDD may not be appropriate for all persons, and it is not possible for the Transport Department, GNCTD or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this CDD. Each Bidder shall conduct its own investigations and analyses, and should check the accuracy, reliability and completeness of the information in this CDD, and obtain independent advice from appropriate sources. The Transport Department, GNCTD and its advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the CDD.

The designs, drawings, data and any other information in this CDD is only indicative and the Transport Department, GNCTD or its advisors will not make or 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 CDD.
<table>
<thead>
<tr>
<th>Description</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cluster Details</td>
<td></td>
</tr>
<tr>
<td>Cluster No. 3 CLF</td>
<td>4</td>
</tr>
<tr>
<td>Cluster no. 4 CLF</td>
<td>10</td>
</tr>
<tr>
<td>Appendix 19 Format for Operations Plan</td>
<td>15</td>
</tr>
</tbody>
</table>
## Table 1: Cluster No. 3 CLF Route Details

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Route No.</th>
<th>From</th>
<th>To</th>
<th>Fare Stages</th>
<th>Route Length (km)</th>
<th>Total no. of buses required</th>
<th>DIMTS sch. buses (50%)</th>
<th>DTC sch. buses (50%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>182A</strong></td>
<td>Kanjhawala Village</td>
<td>I.S.B.T. Kashmere Gate</td>
<td>Kanjhawala Village, Karal Village, Begem Pur, Pooth Kalan, Mangolpuri Police</td>
<td>30.3</td>
<td>40</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lines, Madhuban Chowk, Inderlok Metro Station, Gulabi Bagh Crossing, Shakti</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Nagar, Tis Hazari, I.S.B.T. Kashmere Gate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>262</strong></td>
<td>Kalyan Vihar</td>
<td>Harsh Vihar</td>
<td>Kalyan Vihar, Rana Pratap Bagh, P.S. Roop Nagar/ Roshnara Road, Delhi</td>
<td>19</td>
<td>4</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>University, Balak Ram Hospital, Guru Nanak Sar, Bhajanpura, C 4 Yamuna</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Vihar, Nand Nagri Depot, Harsh Vihar</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>78</strong></td>
<td>Azadpur</td>
<td>Inderpuri (Krishi Kunj)</td>
<td>Azadpur, Wazirpur Depot, Punjabi Bagh, Zakhira, Moti Nagar, Shadipur Depot,</td>
<td>14.6</td>
<td>36</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Loha Mandi, Inderpuri (Krishi Kunj)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>TMS (+)</td>
<td>GTB Nagar</td>
<td>GTB Nagar</td>
<td>GTB Nagar, Old Secretariat (Postal Account Office), I.S.B.T. Ring Road,</td>
<td>50.9</td>
<td>36</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yamuna Bazar/Guru Govind Singh University, Shanti Van, IP Power House,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>I.T.O. Ring Road, Railway Road Bridge Crossing, Sarai Kale Khan I.S.B.T.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Ring Road), Maharani Bagh (Ashram), Lajpat Nagar Ring Road, Andrews Ganj,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AIIMS, Nauroji Nagar, South Moti Bagh Ring Road, Dhaula Kuan, R.R. Lines,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Brar Square, Naraina Village, Mayapur Chowk (Ring Road), Rajdhani College/</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Raja Garden, Punjabi Bagh Club, Punjabi Bagh Terminal, Wazirpur Depot</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Subhash Place Depot), Ashok Vihar</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Route No.</td>
<td>From</td>
<td>To</td>
<td>Fare Stages</td>
<td>Route Length (km)</td>
<td>Total no. of buses required</td>
<td>DIMTS sch. buses (50%)</td>
<td>DTC sch. buses (50%)</td>
</tr>
<tr>
<td>--------</td>
<td>-----------</td>
<td>------</td>
<td>----</td>
<td>-------------</td>
<td>-------------------</td>
<td>-----------------------------</td>
<td>------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>5</td>
<td>108</td>
<td>Nehru Vihar</td>
<td>Hari Nagar Clock Tower</td>
<td>Nehru Vihar, Balak Ram Hospital, Khalsa College, Shakti Nagar Nangia Park, Gulabi Bagh, Shastri Nagar E Block, Zakhira, Moti Nagar, P.S. Kirti Nagar, Mayapuri Crossing / Mayapuri Depot, Beriwal Bagh, Hari Nagar Clock Tower</td>
<td>19.9</td>
<td>32</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>6</td>
<td>813</td>
<td>I.S.B.T. Kashmere Gate</td>
<td>Manglapuri Terminal</td>
<td>I.S.B.T. Kashmere Gate, Old Secretariat, Khalsa College, Shakti Nagar Nangia Park, Gulabi Bagh Crossing, Shastri Nagar E Block, Zakhira, Moti Nagar, Raja Garden, Mukherjee Park (Subhash Nagar Crossing), Tilak Nagar, District Centre, Uttam Nagar /A1 Janakpuri, C-1 Janakpuri, New Dabri Road, Manglapuri Terminal</td>
<td>28.8</td>
<td>24</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>7</td>
<td>805A</td>
<td>I.S.B.T. Kashmere Gate</td>
<td>Uttam Nagar Terminal</td>
<td>I.S.B.T. Kashmere Gate, Ice Factory, Clock Tower, Rana Pratap Bagh, Bara Bagh, Adarsh Nagar, G.T.K. Depot, Haiderpur Waterworks, Uttari Pitampura, C-Block Saraswati Vihar, Mangolpuri School, Peera Garhi Depot, Sunder Vihar, Major Bhupinder Singh Nagar, District Center (Najafgarh Road), Uttam Nagar Terminal</td>
<td>29.8</td>
<td>14</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>921</td>
<td>Rani Khera</td>
<td>Old Delhi Railway Station (Fatehpuri)</td>
<td>Rani Khera, Madanpur Dabas, Karala Village, Begampur, Pooth Kalan, Mangolpur Khurd, Mangolpur School, C Block Saraswati Vihar, JD Block Pitampura, Wazirpur Depot (Subhash Place Depot), Ashok Vihar Crossing, Model Town II,</td>
<td>31</td>
<td>4</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>S. No.</td>
<td>Route No.</td>
<td>From</td>
<td>To</td>
<td>Fare Stages</td>
<td>Route Length (km)</td>
<td>Total no. of buses required</td>
<td>DIMTS sch. buses (50%)</td>
<td>DTC sch. buses (50%)</td>
</tr>
<tr>
<td>-------</td>
<td>-----------</td>
<td>-------------------</td>
<td>-------------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
<td>------------------</td>
<td>----------------------------</td>
<td>------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>9</td>
<td>219STL</td>
<td>Hiran Kudna Crossing</td>
<td>Old Delhi Railway Station (Fatehpuri)</td>
<td>GTB Nagar, Old Secretariat, I.S.B.T. Kashmere Gate, Old Delhi Railway Station (Fatehpuri)</td>
<td>26.3</td>
<td>28</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>10</td>
<td>990EXT</td>
<td>Rohini Sector 23</td>
<td>Shivaji Stadium Terminal</td>
<td>Rohini Sector 23 Pocket I (Green Hill Appartment), Dera Sat Guru Ram Sahib Sec 24/25 Crossing, Rohini Depot I, Rohini Sector 7.8 Crossing, KD Block Pitampura, Wazirpur Depot Ring Road, Punjabi Bagh Terminal, Karam pura Terminal, West Patel Nagar, Telephone Exchange, Pusa Road Petrol Pump, P. S. Mandir Marg, Shivaji Stadium</td>
<td>27.6</td>
<td>24</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>11</td>
<td>185</td>
<td>Nathupura Terminal</td>
<td>Kendriya Terminal</td>
<td>Nathupura, Kaushik Enclave, Jharoda Crossing Transport Authority (Burari), Nirankari Colony (Radio Colony), GTB Nagar, Old Secretariat, I.S.B.T. (Kashmere Gate), Red Fort, Delhi Gate, Vivekanand Marg, Palika Kendra, Kendriya Terminal Church Road.</td>
<td>25.3</td>
<td>14</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>S. No.</td>
<td>Route No.</td>
<td>From</td>
<td>To</td>
<td>Fare Stages</td>
<td>Route Length (km)</td>
<td>Total no. of buses required</td>
<td>DIMTS sch. buses (50%)</td>
<td>DTC sch. buses (50%)</td>
</tr>
<tr>
<td>--------</td>
<td>-----------</td>
<td>------</td>
<td>----</td>
<td>-------------</td>
<td>-------------------</td>
<td>---------------------------</td>
<td>------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>12</td>
<td>937A</td>
<td>Sultanpuri Terminal</td>
<td>Old Delhi Railway Station (Fatehpuri)</td>
<td>Old Delhi Railway Station, Tis Hazari Animal Hospital/ Mori Gate, Ice Factory, Guru Govind Singh Marg, Sarai Rohilla, Zakhira, Punjabi Bagh Terminal, Madipur J.J. Colony, Peera Garhi Chowk, Mangolpuri B Block, Mangolpuri S Block, Sultanpuri Terminal</td>
<td>23.1</td>
<td>44</td>
<td>22</td>
<td>22</td>
</tr>
<tr>
<td>13</td>
<td>901</td>
<td>Mangolpuri Y Block</td>
<td>Kamla Market</td>
<td>Mangolpuri Y Block, Mangolpur Khurd, Mangolpur School, Saraswati Vihar C Block, JD Block Pitampura, Wazirpur Depot, Ashok Vihar Crossing, Model Town II, GTB Nagar, Old Secretariat, I.S.B.T. Kashmir Gate, Red Fort, Delhi Gate, Kamla Market</td>
<td>24.7</td>
<td>52</td>
<td>26</td>
<td>26</td>
</tr>
<tr>
<td>14</td>
<td>938A</td>
<td>Tikri Border Terminal</td>
<td>Azadpur Terminal</td>
<td>Tikri Border, Tikri Piao (Azad Hind Gaon), Hiran Kudna Crossing (P.S. Mundka), Mundka Village Metro Station, Qamruddin Nagar Crossing, Nagloki J.J. Colony (Lokesh Cinema), Jwalapuri (Nagloki Depot), Peera Garhi Chowk, Madipur J.J. Colony/ Madipur Metro Station, Punjabi Bagh Terminal, Wazirpur Depot, Ashok Vihar Crossing, Azadpur Terminal</td>
<td>23.9</td>
<td>24</td>
<td>12</td>
<td>12</td>
</tr>
</tbody>
</table>
## Operation of Private Stage Carriage Services

### Request for Qualification and Proposal Document

**Cluster No. 3 CLF and 4 CLF**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Route No.</th>
<th>From</th>
<th>To</th>
<th>Fare Stages</th>
<th>Route Length (km)</th>
<th>Total no. of buses required</th>
<th>DIMTS sch. buses (50%)</th>
<th>DTC sch. buses (50%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>825A</td>
<td>Tikri Border</td>
<td>Tilak Nagar</td>
<td>Tikri Border, Fire Station Tikri Village, Jharoda Kalan, CRPF Jharoda, Nazafgarh Terminal, Dichau Kalan Depot, Baprola Village, Rajeev Ratan Aawas/Baprola Phase 1, Sainik Enclave/Vikas Nagar Nala Road, Kakrola Bridge, Nawada Gaon, Uttam Nagar Terminal, District Centre Najafgarh Road, Tilak Nagar.</td>
<td>23</td>
<td>8</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>16</td>
<td>990</td>
<td>Rithala Village</td>
<td>Shivaji Stadium Terminal</td>
<td>Rithala Village, Rohini Depot I, Rohini Sector 7.8 Crossing, KD Block Pitampura, Wazirpur Depot Ring Road, Punjabi Bagh Terminal, Karampura Terminal, West Patel Nagar, Telephone Exchange, Pusa Road Petrol Pump, P. S. Mandir Marg, Shivaji Stadium</td>
<td>24.3</td>
<td>24</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>234</td>
<td>Karampura</td>
<td>Harsh Vihar</td>
<td>Karampura, Zakhira, Gulabi Bagh, Shri Ram College, Vishwa Vidyalaya Metro Station, Wazirabad, Bhajanpura, Nand Nagri, Harsh Vihar</td>
<td>22.2</td>
<td>52</td>
<td>26</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>460</strong></td>
<td><strong>230</strong></td>
<td><strong>230</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Depot:** BBM-1, Kanjhawala

**Notes:**

a) Total service km includes service km of route and also that of shuttle trips from depot to terminal point, in both directions.

*September 2021*
b) The depots have been specified as indicative operational unit. However, IM can change depots at its discretion at the time of start of operation/ course of operation in public interest, due to any court order without assigning any reason thereof.

c) DoT reserves the right to add/ modify/ delete any route to/ from the aforementioned, as deemed fit.

Table 2: Cluster No. 3 CLF Summary of UTT Data

<table>
<thead>
<tr>
<th>Description</th>
<th>Appendix 15 B Reference</th>
<th>For CYOF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity - No of Buses</td>
<td>A</td>
<td>230</td>
</tr>
<tr>
<td>Quantity-Total Service Km per Year [Operation of 100% Stage Carriage]</td>
<td>E</td>
<td>1,67,90,000</td>
</tr>
<tr>
<td>Average Assured Km per bus per year</td>
<td></td>
<td>73,000</td>
</tr>
</tbody>
</table>
Table 3: Cluster No. 4 CLF Route Details

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Route No.</th>
<th>From</th>
<th>To</th>
<th>Fare Stage</th>
<th>Route Length (km)</th>
<th>Total no. of buses required</th>
<th>DIMTS sch. buses (50%)</th>
<th>DTC sch. buses (50%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>408</td>
<td>Nizamuddin Railway Station</td>
<td>Raghubir Nagar F Block</td>
<td>Nizamuddin Railway Station, Bhogal, Ispat Bhawan, Bharti Nagar, Akbar Road, Udyog Bhawan, Kendriya Terminal, RML Hospital, Shankar Road, West Patel Nagar, Moti Nagar, Raja Garden, Tagore Garden, Raghubir Nagar F Block</td>
<td>22.6</td>
<td>8</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>181A</td>
<td>Nizamuddin Railway Station</td>
<td>Jahangirpuri E Block</td>
<td>Nizamuddin Railway Station, P.S. Nizamuddin (Dargah), J.L.N. Stadium/ Sunehri Pullah Depot, Bharti Nagar, Shahjahan Road, Rail Bhawan (Central Secretariat Metro Station)/ Krishi Bhawan, Palika Kendra, New Delhi Railway Station Gate 1, Paharganj Police Station, Deshbandhu Gupta Market, Sarai Rohilla, Gulabi Bagh (Subhadra Colony), Bharat Nagar Mor, Wazirpur J. J. Colony, Ashok Vihar Water Tank, Bara Bagh, Adarsh Nagar, Jahangirpuri E Block</td>
<td>31.1</td>
<td>48</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>3</td>
<td>TMS(-)</td>
<td>Lajpat Nagar</td>
<td>Lajpat Nagar</td>
<td>Lajpat Nagar, Maharani Bagh/ Ashram, Sarai Kale Khan I.S.B.T., Railway Road Bridge Crossing, IP Power Station/ I.T.O. Ring Road, Shanti Van, Yamuna Bazar (Guru Govind Singh University), I.S.B.T. Ring Road, Old Secretariat, GTB Nagar, Model Town II, Ashok Vihar Crossing, Wazirpur Depot Ring Road, Punjabi Bagh Terminal, Punjabi Bagh Club, Rajdhani College (Raja Garden), Mayapuri Chowk (Ring Road), Naraina Village, Brar Square, R.R. Lines, Dhaula Kuan,</td>
<td>48.8</td>
<td>44</td>
<td>22</td>
<td>22</td>
</tr>
<tr>
<td>S. No.</td>
<td>Route No.</td>
<td>From</td>
<td>To</td>
<td>Fare Stage</td>
<td>Route Length (km)</td>
<td>Total no. of buses required</td>
<td>DIMTS sch. buses (50%)</td>
<td>DTC sch. buses (50%)</td>
</tr>
<tr>
<td>-------</td>
<td>-----------</td>
<td>------</td>
<td>----</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------------</td>
<td>-----------------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>4</td>
<td>91</td>
<td>Kendriya Terminal</td>
<td>Tri Nagar Jai Mata Market</td>
<td>South Moti Bagh (Ring Road), Naurorji Nagar, AIIMS (Ring Road), Andrews Ganj, Lajpat Nagar, Kendriya Terminal, Palika Kendra (Regal), Shivaji Stadium Terminal, Police Station, Paharganj, Guru Govind Singh Marg, Sarai Rohilla, Shastri Nagar E Block, B-3 Keshav Puram, Tri Nagar Jai Mata Market</td>
<td>16.2</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>540</td>
<td>Kendriya Terminal</td>
<td>Tara Apartment</td>
<td>Tara Apartment, Greater Kailash, Savitri Cinema, Swami Nagar, Khel Gaon/ Shalipur Jaat, Andrews Ganj Shiv Mandir/ Ansal Plaza, AIIMS, Safdarjung Airport, P.S. Tughlak Road, Rail Bhawan (Central Secretariat Metro Station), Kendriya Terminal Church Road</td>
<td>21.1</td>
<td>36</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td>6</td>
<td>410</td>
<td>Jal Vihar</td>
<td>Khyala J. J. Colony</td>
<td>Jal Vihar, Ashram, Nizamuddin, Golf Club, Akbar Road, Kendriya Terminal, Shankar Road, West Patel Nagar, Moti Nagar, Raja Garden, Subhash Nagar, Khyala J.J. Colony</td>
<td>28.4</td>
<td>32</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>7</td>
<td>548</td>
<td>Minto Road Terminal</td>
<td>Hamdard Nagar</td>
<td>Hamdard Nagar/ Sangam Vihar, Ambedkar Nagar Terminal, Sheikh Sarai - II, Khirki Village, Begumpur, Sarvpritya Vihar/ Panchsheel Club, I.I.T. Gate, Safdarjung Hospital/ AIIMS, Safdarjung Airport, P.S. Tughlak Road, Rail Bhawan (Central Secretariat Metro Station)/ Krishi Bhawan, Palika Kendra, Minto Road Terminal</td>
<td>22.9</td>
<td>20</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>246</td>
<td>Shivaji Stadium Terminal</td>
<td>New Seemapuri</td>
<td>Shivaji Stadium, Vivekanand Marg, Delhi Gate, Red Fort, I.S.B.T. Nityanand Marg, Shyam Giri Mandir, Seelampur Metro Station, Shyam Lal College/ Shahdara, Dilshad Garden GT Road, New Seemapuri</td>
<td>18.8</td>
<td>18</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>S. No.</td>
<td>Route No.</td>
<td>From</td>
<td>To</td>
<td>Fare Stage</td>
<td>Route Length (km)</td>
<td>Total no. of buses required</td>
<td>DIMTS sch. buses (50%)</td>
<td>DTC sch. buses (50%)</td>
</tr>
<tr>
<td>-------</td>
<td>-----------</td>
<td>-------------------------------</td>
<td>----------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>-----------------------------</td>
<td>-----------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>9</td>
<td>803</td>
<td>Shivaji Stadium Terminal</td>
<td>Madhu Vihar</td>
<td>Shivaji Stadium Terminal, P.S. Mandir Marg, Pusa Road Petrol Pump (Sadhu Vaswani Marg), Telephone Exchange (Rajendra Place Metro Station), West Patel Nagar, Loha Mandi, Naraina Vihar/ Indra Market, Mayapuri Depot (Mayapuri Crossing), Junk Market, DESU Colony, Dabri Village, Dwarka Crossing (Palam), Madhu Vihar</td>
<td>23.7</td>
<td>28</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>10</td>
<td>214</td>
<td>Kamla Market</td>
<td>New Seemapuri</td>
<td>Kamla Market, Delhi Gate, Red Fort, I.S.B.T. Nityanand Marg, Shyam Giri Mandir, Seelampur Metro Station, Shyam Lal College/ Shahdara, Dilshad Garden GT Road, New Seemapuri</td>
<td>17.1</td>
<td>44</td>
<td>22</td>
<td>22</td>
</tr>
<tr>
<td>11</td>
<td>894</td>
<td>Okhla Extension Abul Fazal Enclave</td>
<td>Karampura Terminal</td>
<td>Okhla Extension Abul Fazal Enclave, Holy Family Hospital, Ashram (Hari Nagar), P.S. Nizamuddin Dargah, Golf Club/ Sunder Nagar, Baroda House, New Delhi Railway Station Gate 1, Paharganj Police Station, Pusa Road Petrol Pump (Sadhu Vaswani Marg), Telephone Exchange (Rajendra Place Metro Station), West Patel Nagar, Karampura Terminal</td>
<td>24.5</td>
<td>36</td>
<td>18</td>
<td>18</td>
</tr>
</tbody>
</table>
### Table 4: Cluster No. 4 CLF Summary of UTT Data

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Route No.</th>
<th>From</th>
<th>To</th>
<th>Fare Stage</th>
<th>Route Length (km)</th>
<th>Total no. of buses required</th>
<th>DIMTS sch. buses (50%)</th>
<th>DTC sch. buses (50%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>47A</td>
<td>CWS-II/ Tehkhand Depot</td>
<td>Inderpuri J.J. Colony</td>
<td>CWS-II/ Tehkhand Depot, C.R.P.F Camp (Crowne Plaza), Govindpuri Metro Station (Chandiwala), Srinivasapuri Depot, Lajpat Nagar Ring Road, Gupta Market/ Moolchand Hospital, Defence Colony (Homeopathic Hospital), Lodhi Colony, Ravinder Nagar, Shahjahan Road (UPSC), Rail Bhawan (Central Secretariat Metro Station)/ Krishi Bhawan, Kendriya Terminal (Gurudwara Rakab Ganj), Upper Ridge Road, Shankar Road, West Patel Nagar, Loha Mandi, Inderpuri J.J. Colony</td>
<td>32.6</td>
<td>24</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>14</td>
<td>717A</td>
<td>Badarpur Border</td>
<td>Kapas Hera Border</td>
<td>Badarpur Border, Prehladpur, Tughlakabad Village, Hamdard Nagar, Ambedkar Nagar Terminal, Said-ul-ajab, Lado Sarai, Andheria More, Kishan Garh, Verma Farm, Shiv Murti, Rajokri Village Crossing, Kapas Hera Crossing, Kapas Hera Border</td>
<td>31.8</td>
<td>72</td>
<td>36</td>
<td>36</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td>440</td>
<td>220</td>
<td>220</td>
</tr>
</tbody>
</table>

Depot: Sunehri Pullah

Notes:

a) Total service km includes service km of route and also that of shuttle trips from depot to terminal point, in both directions.

b) The depots have been specified as indicative operational unit. However, IM can change depots at its discretion at the time of start of operation/ course of operation in public interest, due to any court order without assigning any reason thereof.

c) DoT reserves the right to add/ modify/ delete any route to/ from the aforementioned, as deemed fit.
<table>
<thead>
<tr>
<th>Description</th>
<th>Appendix 15 B Reference</th>
<th>For CYOF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity - No of Buses</td>
<td>A</td>
<td>220</td>
</tr>
<tr>
<td>Quantity - Total Service Km per Year [Operation of 100% Stage Carriage]</td>
<td>E</td>
<td>1,60,60,000</td>
</tr>
<tr>
<td>Average Assured Km per bus per year</td>
<td></td>
<td>73,000</td>
</tr>
</tbody>
</table>
Appendix 19: Format for Operations Plan

Bidder shall provide information on the following:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Operations Planning and Methodology</td>
</tr>
<tr>
<td>A1</td>
<td>Operational Philosophy</td>
</tr>
<tr>
<td>A2</td>
<td>MIS Plans</td>
</tr>
<tr>
<td>A3</td>
<td>Drivers Recruitment and Retention Plan</td>
</tr>
<tr>
<td>B.</td>
<td>Manpower Planning</td>
</tr>
<tr>
<td>B1</td>
<td>Management Team</td>
</tr>
<tr>
<td>B2</td>
<td>Operations Team</td>
</tr>
<tr>
<td>B3</td>
<td>Maintenance Team</td>
</tr>
<tr>
<td>C.</td>
<td>Investment Planning</td>
</tr>
<tr>
<td>C1</td>
<td>Potential sources of funds</td>
</tr>
<tr>
<td>C2</td>
<td>Financial structure</td>
</tr>
<tr>
<td>D.</td>
<td>Maintenance Planning</td>
</tr>
<tr>
<td>D1</td>
<td>Preventive Maintenance Plans</td>
</tr>
<tr>
<td>D2</td>
<td>Regular Capital Investment Planning</td>
</tr>
<tr>
<td>E.</td>
<td>Induction Planning</td>
</tr>
<tr>
<td>E1</td>
<td>Planning for introduction of buses</td>
</tr>
<tr>
<td>E2</td>
<td>Bus Procurement Plan</td>
</tr>
<tr>
<td>F.</td>
<td>Operations Control Planning</td>
</tr>
<tr>
<td>F1</td>
<td>Efficiency: Management of time controls</td>
</tr>
<tr>
<td>F2</td>
<td>Quality Control: Management of maintenance,</td>
</tr>
<tr>
<td></td>
<td>cleaning etc for providing quality services</td>
</tr>
</tbody>
</table>

Each Bidder shall provide the above information in the proposal.
Request for Qualification and Proposal

for

Cluster 3 CLF

Operation of
Private Stage Carriage Services

September 30, 2021

Part IV – Financial Proposal Format

Issued By

Transport Department
Government of National Capital Territory of Delhi

Prepared by

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th floor, Block 1, Delhi Technology Park, Shastri Park,
Delhi – 110053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
FB 1: Financial Bid for Cluster 3 CLF
Appendix 15A: Format of Price Proposal

Date:
To

Secretary and Commissioner Transport
Transport Department
Government of National Capital Territory of Delhi
5/9, Under Hill Road,
Delhi – 110054

Re: Operation of Private Stage Carriage Services in Cluster No. 3 CLF

We are pleased to submit our Price Proposal for the Operation of Private Stage Carriage Services in Cluster No. 3 CLF. We have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFQP) 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 there are no deviations from the stated terms in the RFQP Document.

<table>
<thead>
<tr>
<th>Description</th>
<th>Rupees (in Figures)*</th>
<th>Rupees (in Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CYOF*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# excluding applicable Goods and Services Tax (GST) (if any)

Name of the Bidder

Name of the Authorised Person

Note:
- For each Project separate Price Proposal should be submitted and respective Cluster No should be written on the Price Proposal.
- 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 lower value would be considered for evaluation.
- Price Proposal to be separately submitted for each Project.
Appendix 15B: Format of Price Proposal

Date: 

To
Secretary and Commissioner Transport
Transport Department
Government of National Capital Territory of Delhi
5/9, Under Hill Road,
Delhi – 110054

Re: Operation of Private Stage Carriage Services in Cluster No. 3 CLF

We are pleased to submit our Price Proposal for the Operation of Private Stage Carriage Services in Cluster No. 3 CLF. We have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFQP) 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 there are no deviations from the stated terms in the RFQP Document.

<table>
<thead>
<tr>
<th>Description</th>
<th>(in Rupees Figures)</th>
<th>Rupees (in Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CYOF#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# excluding applicable Goods and Services Tax (GST) (if any)
A. BREAK-UP OF PRICE FOR CYOF

I. BREAK-UP PRICE FOR CYOF

<table>
<thead>
<tr>
<th>Quantity (Total No. of Service Kms per year)</th>
<th>Rs. / Service Km</th>
<th>Total per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A(Refer Table 1 Part III of RFQP Document)</td>
<td>B</td>
<td>C=A*B</td>
</tr>
<tr>
<td>LF AC AC Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total – LF\textsubscript{AC} = CYOF\textsubscript{AC Services}
Note:
(a) The service kms per year include the distance for Idle run, which shall be payable at the same rate. Refer Trip and Idle Run definition in Concession Agreement.
(b) The Concessionaire may be directed by IM/DoT to operate additional Stage Carriages from reserve fleet depending upon operational exigency. In the said event to operate additional Stage Carriages, the applicable rates will be same which are applicable for Basic Services in terms of CYF payment.
(c) deleted
(d) Deleted
(e) Deleted

(f) After completion of five years from the date of registration of each Stage Carriage, the payment will be subject to meeting the requirements in terms of Clause 7.2.2 (hh) of Concession Agreement. 50% of CYF shall be withheld till submission of Certificate of Refurbishment issued by vehicle manufacturer or his authorised network. Further, the withheld payment shall be released by IM/DoT to the Concessionaire for respective Stage Carriages without any interest on submission of the Stage Carriage wise Certificate of Refurbishment issued by vehicle manufacturer or his authorised network as required to be submitted to IM/DOT within a window of one year as specified in Clause 7.2.2 (hh) of Concession Agreement. However, the said withheld payment will be forfeited in case of delay in completion of Refurbishment work of each Stage Carriage beyond window of one year as specified in Clause 7.2.2 (hh) of Concession Agreement. In the said event, the 50% of CYF shall restart only from the date of refurbishment of the Stage Carriage in accordance with the above Certificate.

(g) IM will cross verify the Certificate of Refurbishment on the ground for final acceptance for the purpose of release of payment.

We understand Consumer Price Index (CPI) for industrial workers in Delhi (Base Year 2016 = 100) = 122.8 (as on July, 2021)
Wholesale Price Index (WPII) - base index value of WPI equal as on Propsal Due Date
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 lower value would be considered for evaluation.**
- **Price Proposal to be separately submitted for each Project**
# Appendix 18: Format for Annual Operating Costs

**For Cluster No. 3 CLF**

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Cost Item</th>
<th>Item</th>
<th>Percentage to Annual Cost Estimates (“%”)</th>
<th>INR</th>
<th>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td><strong>Capital Charge</strong></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(d)</td>
</tr>
<tr>
<td>Buses</td>
<td>Buses – Depreciation</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Buses – Finance Costs</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total (1+2)</strong></td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Assets</td>
<td>Other Assets- Depreciation</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Assets – Finance Costs</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Assets – Rentals such as passenger facility charges (stand fee), Bus Depot charges</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Statutory Expense including insurances</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub- Total (3+4+5+6+7)</strong></td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Cost related to Insurance, Permit cost, Road Tax, Fitness Cost etc. need to be given separately for each item. In case of and variation/ increase/ decrease in these costs by any competent authority/ Govt/ DoT, the CYF for the purpose of payment shall be adjusted accordingly.**
<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Cost Item</th>
<th>Item</th>
<th>Percentage to Annual Cost Estimates (“%”)</th>
<th>INR</th>
<th>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Consumables Charge</td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td>Bus Operational Costs</td>
<td>Fuel – CNG</td>
<td>9</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Sub- Total (9)</td>
<td></td>
<td>10</td>
<td>x</td>
<td>x</td>
<td>X</td>
</tr>
<tr>
<td>B2</td>
<td>Consumables Charge</td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td>Bus Operational Costs</td>
<td>Oils/Lubricants</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Spare Parts / Consumables</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tyres / Tubes</td>
<td>13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub- Total (11+12+13)</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Manpower and Overheads Costs</td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td>Bus Operational Costs</td>
<td>Drivers</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inspectors / Supervisors</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cleaners</td>
<td>17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Repairs &amp; Maintenance</td>
<td>Mechanics/ Maintenance Staff</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bus Refurbishment</td>
<td>19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Category</td>
<td>Cost Item</td>
<td>Item</td>
<td>Percentage to Annual Cost Estimates (“%”)</td>
<td>INR</td>
<td>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-------------------------------------------------------------</td>
<td>------</td>
<td>-------------------------------------------</td>
<td>-----</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>C</td>
<td>Manpower and Overheads Costs</td>
<td>(a)</td>
<td></td>
<td>(b)</td>
<td>(c)</td>
</tr>
<tr>
<td>Other Repairs &amp; Maintenance (non-bus)</td>
<td>Building &amp; Ground Maintenance</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plant &amp; Equipment Maintenance</td>
<td>21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Bus – Related Costs</td>
<td>Security Services</td>
<td>22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support Vehicles – Operating &amp; Maintenance Costs</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Others</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub – Total (15 to 24)</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>Telecommunications</td>
<td>26</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Electricity Energy Consumption</td>
<td>27</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Water, Sewerage charges</td>
<td>28</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub- Total (26+27+28)</td>
<td>29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration and Overheads</td>
<td>Directors and Senior Management</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Administrative Staff</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting &amp; Audit Fees, Bank Fees &amp; Charges, Legal Expenses, Fringe Benefit Tax, Insurance (non-bus), Rent &amp; Rates</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Office and Miscellaneous Expenditure</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub- Total (30 to 33)</td>
<td>34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL (8+10+14+25+29+34)</td>
<td>36</td>
<td>100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of Bus</td>
<td>(INR)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All inclusive Cost of Bus (including all applicable taxes, levies, duties, GST etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note A:** The Bidder needs to provide in detail (component wise) all taxes including GST that has been considered for preparation of the bid and arriving at the CYOF. The Bid shall be governed by the Anti Profiteering Rules under GST by Govt of India. Any reduction in GST or any other tax in future on any component would need to be passed on to the DoT. Any further clarification/additional information/calculation in support of above information may be provided by as annexure to this format by the Bidder.

**Note B:** Format to be separately submitted for each Project
Request for Qualification and Proposal

for

Cluster 4 CLF

Operation of
Private Stage Carriage Services

September 30, 2021

Part IV – Financial Proposal Format

Issued By

Transport Department
Government of National Capital Territory of Delhi

Prepared by

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation)
8th floor, Block 1, Delhi Technology Park, Shastri Park,
Delhi – 110053
Phone: +91-11-43090100; Fax: +91-11-22170936
Website: www.dimts.in
FB 2: Financial Bid for Cluster 4 CLF
Appendix 15A: Format of Price Proposal

Date: 
To

Secretary and Commissioner Transport
Transport Department
Government of National Capital Territory of Delhi
5/9, Under Hill Road,
Delhi – 110054

Re: Operation of Private Stage Carriage Services in Cluster No. 4 CLF

We are pleased to submit our Price Proposal for the Operation of Private Stage Carriage Services in Cluster No. 4 CLF. We have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFQP) 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 there are no deviations from the stated terms in the RFQP Document.

<table>
<thead>
<tr>
<th>Description</th>
<th>Rupees (in Figures)*</th>
<th>Rupees (in Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CYOF#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# excluding applicable Goods and Services Tax (GST) (if any)

Name of the Bidder

Name of the Authorised Person

Note:

- For each Project separate Price Proposal should be submitted and respective Cluster No should be written on the Price Proposal.
- 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 lower value would be considered for evaluation.
- Price Proposal to be separately submitted for each Project
Appendix 15B: Format of Price Proposal

Date: 

To
Secretary and Commissioner Transport
Transport Department
Government of National Capital Territory of Delhi
5/9, Under Hill Road,
Delhi – 110054

Re: Operation of Private Stage Carriage Services in Cluster No. 4 CLF

We are pleased to submit our Price Proposal for the Operation of Private Stage Carriage Services in Cluster No. 4 CLF. We have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFQP) 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 there are no deviations from the stated terms in the RFQP Document.

<table>
<thead>
<tr>
<th>Description</th>
<th>(in Rupees Figures)</th>
<th>Rupees (in Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CYOF#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# excluding applicable Goods and Services Tax (GST) (if any)
A. BREAK-UP OF PRICE FOR CYOF

I. BREAK-UP PRICE FOR CYOF

<table>
<thead>
<tr>
<th>Quantity (Total No. of Service Kms per year)</th>
<th>Rs. / Service Km</th>
<th>Total per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A(Refer Table 1 Part III of RFQP Document)</td>
<td>B</td>
<td>C=A*B</td>
</tr>
<tr>
<td>LF AC AC Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total – \( LF_{AC} = CYOF_{AC} \) Services
Note:

(a) The service kms per year include the distance for Idle run, which shall be payable at the same rate. Refer Trip and Idle Run definition in Concession Agreement.

(b) The Concessionaire may be directed by IM/DoT to operate additional Stage Carriages from reserve fleet depending upon operational exigency. In the said event to operate additional Stage Carriages, the applicable rates will be same which are applicable for Basic Services in terms of CYF payment.

(c) Deleted

(d) Deleted

(e) Deleted

(f) After completion of five years from the date of registration of each Stage Carriage, the payment will be subject to meeting the requirements in terms of Clause 7.2.2 (hh) of Concession Agreement. 50% of CYF shall be withheld till submission of Certificate of Refurbishment issued by vehicle manufacturer or his authorised network. Further, the withheld payment shall be released by IM/DoT to the Concessionaire for respective Stage Carriages without any interest on submission of the Stage Carriage wise Certificate of Refurbishment issued by vehicle manufacturer or his authorised network as required to be submitted to IM/DOT within a window of one year as specified in Clause 7.2.2 (hh) of Concession Agreement. However, the said withheld payment will be forfeited in case of delay in completion of Refurbishment work of each Stage Carriage beyond window of one year as specified in Clause 7.2.2 (hh) of Concession Agreement. In the said event, the 50% of CYF shall restart only from the date of refurbishment of the Stage Carriage in accordance with the above Certificate.

(g) IM will cross verify the Certificate of Refurbishment on the ground for final acceptance for the purpose of release of payment.

We understand Consumer Price Index (CPI) for industrial workers in Delhi (Base Year 2016 = 100) = 122.8 (as on July, 2021)
Wholesale Price Index (WPII) - base index value of WPI equal as on Propsal Due Date
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 lower value would be considered for evaluation.
- Price Proposal to be separately submitted for each Project
## Appendix 18: Format for Annual Operating Costs

### For Cluster No. 4 CLF

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Cost Item</th>
<th>Item</th>
<th>Percentage to Annual Cost Estimates (“%”)</th>
<th>INR</th>
<th>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>A Capital Charge</strong></td>
<td>(a)</td>
<td>(b)</td>
<td>(d)</td>
<td><strong>Buses</strong></td>
</tr>
<tr>
<td></td>
<td>Buses – Depreciation</td>
<td>1</td>
<td></td>
<td></td>
<td><strong>Buses – Finance Costs</strong></td>
</tr>
<tr>
<td></td>
<td>Buses – Finance Costs</td>
<td>2</td>
<td></td>
<td></td>
<td><strong>Sub-Total (1+2)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Other Assets</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>Other Assets – Depreciation</strong></td>
</tr>
<tr>
<td></td>
<td>Other Assets – Finance Costs</td>
<td>5</td>
<td></td>
<td></td>
<td><strong>Other Assets – Rentals such as passenger facility charges (stand fee), Bus Depot charges</strong></td>
</tr>
<tr>
<td></td>
<td>Statutory Expense including insurances</td>
<td>7</td>
<td></td>
<td></td>
<td><strong>Sub- Total (3+4+5+6+7)</strong></td>
</tr>
</tbody>
</table>

**Cost related to Insurance, Permit cost, Road Tax, Fitness Cost etc. need to be given separately for each item. In case of and variation/ increase/ decrease in these costs by any competent authority/ Govt/ DoT, the CYF for the purpose of payment shall be adjusted accordingly.**
<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Cost Item</th>
<th>Item</th>
<th>Percentage to Annual Cost Estimates (“%”)</th>
<th>INR</th>
<th>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Consumables Charge</td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td>Bus Operational Costs</td>
<td>Fuel – CNG</td>
<td>9</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td></td>
<td>Sub- Total (9)</td>
<td>10</td>
<td>x</td>
<td>x</td>
<td>X</td>
</tr>
<tr>
<td>B2</td>
<td>Consumables Charge</td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td>Bus Operational Costs</td>
<td>Oils/Lubricants</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Spare Parts / Consumables</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tyres / Tubes</td>
<td>13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub- Total (11+12+13)</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Manpower and Overheads Costs</td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td>Bus Operational Costs</td>
<td>Drivers</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inspectors / Supervisors</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cleaners</td>
<td>17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Repairs &amp; Maintenance</td>
<td>Mechanics/ Maintenance Staff</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bus Refurbishment</td>
<td>19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Category</td>
<td>Cost Item</td>
<td>Item</td>
<td>Percentage to Annual Cost Estimates (&quot;%&quot;)</td>
<td>INR</td>
<td>GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-------------------------------------</td>
<td>------</td>
<td>------------------------------------------</td>
<td>-----</td>
<td>-----------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>C</td>
<td>Manpower and Overheads Costs</td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td>Other Repairs &amp; Maintenance (non-bus)</td>
<td>Building &amp; Ground Maintenance</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plant &amp; Equipment Maintenance</td>
<td>21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Bus – Related Costs</td>
<td>Security Services</td>
<td>22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support Vehicles – Operating &amp; Maintenance Costs</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Others</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub – Total (15 to 24)</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>Telecommunications</td>
<td>26</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Electricity Energy Consumption</td>
<td>27</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Water, Sewerage charges</td>
<td>28</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub- Total (26+27+28)</td>
<td>29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration and Overheads</td>
<td>Directors and Senior Management</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Administrative Staff</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting &amp; Audit Fees, Bank Fees &amp; Charges, Legal Expenses, Fringe Benefit Tax, Insurance (non-bus), Rent &amp; Rates</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Office and Miscellaneous Expenditure</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub- Total (30 to 33)</td>
<td>34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL (8+10+14+25+29+34)</td>
<td>36</td>
<td>100.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Note A: The Bidder needs to provide in detail (component wise) all taxes including GST that has been considered for preparation of the bid and arriving at the CYOF. The Bid shall be governed by the Anti Profiteering Rules under GST by Govt of India. Any reduction in GST or any other tax in future on any component would need to be passed on to the DoT. Any further clarification/additional information/calculation in support of above information may be provided by as annexure to this format by the Bidder.

Note B: Format to be separately submitted for each Project