

**PART-II**

**CONCESSION AGREEMENT**

**For**

**Marketing, Operations and  
Maintenance  
of 431 Bus Queue Shelters (BQSs) in  
3 Zones on PPP**

**basis**

**Issued by**

**Delhi Transport Infrastructure Development Corporation  
Ltd.**  
**(An Enterprise of GNCT of Delhi)**  
**2nd Floor Maharana Pratap ISBT Building,**  
**Kashmere Gate, Delhi – 110006**

## **CONCESSION AGREEMENT**

**This concession Agreement (Agreement)** is made at Delhi this \_\_\_\_ day of \_\_\_\_ 2017

### **BETWEEN**

The Delhi Transport Infrastructure Development Corporation Limited accompany incorporated in India under the Companies Act 1956, having its registered office at 2<sup>nd</sup> Floor ISBT Kashmere Gate, Delhi (hereinafter referred to as "DTIDCL" which expression shall unless repugnant to the context include its successors and assigns) of the One Part,

### **AND**

-----<sup>1</sup>, a company incorporated under the provision of the Companies Act, 1956, having its registered office at \_\_\_\_\_, (hereinafter referred to as "Concessionaire" which expression shall unless repugnant to the context include its successors and permitted assigns) of the Other Part.

### **WHEREAS,**

- A. DTIDCL is a corporate entity of Government of National Capital Territory of Delhi (GNCTD) and with the mandate to develop transport infrastructure facilities in Delhi. GNCTD has given exclusive rights to market, advertise and manage Bus Queue Shelters (BQSs) in Delhi vide their letter reference no. F.188/PCO/DTC Sectt./2011/624 dated: 16.08.2012 to DTIDCL. DTIDCL has taken a decision to identify marketing and advertising agency to implement the project in Delhi (the "Project") through private sector participation on Public Private Partnership ("PPP") basis.
- B. DTIDCL undertook an open, transparent and competitive bidding process for selecting a suitably qualified marketing and advertising agency to implement the Project on PPP basis.
- C. Pursuant thereto, DTIDCL accepted the Proposal (as hereinafter defined) submitted by \_\_\_\_\_ (name of the successful bidder<sup>2</sup>) ("**Successful Bidder**") and issued to it the Letter of Acceptance reference No. \_\_\_\_\_ (insert Letter No.) dated \_\_\_\_\_ ("**LOA**") requesting the Successful Bidder to execute the Concession Agreement for Zone \_\_\_\_\_, which the Successful Bidder has acknowledged by its Letter reference No. \_\_\_\_\_ dated \_\_\_\_\_.
- D. The Successful Bidder is required to enter into this Concession Agreement pursuant to the LOA for undertaking, inter alia, the marketing and advertising of space earmarked on the BQS, further undertake operation and maintenance of BQSs and to fulfil other obligations of the Concessionaire pursuant to the LOA.
- E. <sup>3</sup>Successful Bidder has requested DTIDCL to accept the Concessionaire as the entity which shall undertake and perform the obligations of the Successful Bidder including the obligation to enter into this Concession Agreement to undertake marketing of advertising spaces on BQS and operation and maintenance of BQSs. DTIDCL has accepted the request of the Successful Bidder and has accordingly agreed to enter into the Concession Agreement with the Concessionaire vide its letter reference \_\_\_\_\_ dated \_\_\_\_\_ in terms of the bid document released for the Project.

<sup>1</sup> To be suitably modified in terms of - Lead Member in case of Consortium or a Special Purpose Company ("SPC") where a new company is formed for the Project by the Successful Bidder

<sup>2</sup> Name of all Consortium members in case Consortium is the Successful Bidder

<sup>3</sup> To be deleted in case a SPC is not formed

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

## DEFINITIONS AND INTERPRETATION

## ARTICLE 1

### 1.1 Definitions

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

**“Accounting Year”** means the period commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year.

**“Affected Party”** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Clause 15.1.

**“Agreement”** shall mean this Concession Agreement together with all its schedules, and includes any amendments hereto made in accordance with the provisions hereof.

**“Applicable Law”** shall mean all laws in force and effect, as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.

**“Applicable Permits”** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Concessionaire under Applicable Law, in connection with the Project during the subsistence of this Agreement.

**“Appointed Date”** shall mean the date of this Agreement.

**“Arbitration Act”** shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

**“BQS Group”** means a set of minimum of fifteen (15) BQS in a zone handed over to the Concessionaire by DTIDCL for implementation of the Project.

**“Change in Law”** shall mean the occurrence or coming into force of any of the following, after the Appointed Date:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) a change in the interpretation or application of any Indian law by a court of record; which has the force of law under the Applicable Laws.

Provided that Change in Law shall not include:

- (a) coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date;
- (b) any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge;
- (c) Any change in the rates of the Central Taxes

“**COD**” or “**Commercial Operations Date**” shall mean seven (7) days from Handing Over Date or fourteen (14) days of offer of taking over of possession whichever is earlier, in accordance with the provisions of this Agreement.

“**Concession**” shall have the meaning ascribed thereto in Clause 2.1 of this Agreement.

“**Consortium**<sup>4</sup>” means the bidding consortium selected through the competitive bidding process undertaken by DTIDCL comprising of [X Ltd. ] and [Y Ltd. ].

“**Concession Period**” shall have the meaning ascribed thereto in Clause 2.2.

“**Contractor**” shall mean any Person with whom the Concessionaire has entered into/may enter into any of the Project Agreements.

“**Cure Period**” means period provided by the Affected Party in relation to a specific Event of Default under Article 24 for the purposes of enabling the rectification of such Event of Default and shall be atleast fifteen (15) days.

“**Damages**” shall have the meaning ascribed thereto in Clause 1.2 (o) of this Agreement.

“**Emergency**” shall mean a condition or situation of the Project Facility that may endanger the safety of the public or may lead to material damage to the Project or the part thereof.

“**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 the BQS.

“**Force Majeure**” or “**Force Majeure Event**” shall mean an act, event, condition or occurrence as specified in Article 15.

“**Good Industry Practice**” shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

“**Government Agency**” shall mean Government of India, any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Project Site(s) or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“**Hand back Requirements**” shall have the meaning ascribed thereto in Article 18.

“**Handing Over Date**” means the date of handing over of each BQS Group to the Concessionaire by DTIDCL for implementation of the Project.

---

<sup>4</sup> To be deleted in case of Type 1 Bidder

**“Lenders”** shall mean financial institutions, banks, funds and trustees for bond holders or debenture holders, who provide funds to the Concessionaire for financing the cost of construction of the Project Facility or any part thereof.

**“Material Adverse Effect”** shall mean a material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

**“Material Breach”** shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

**“MCD”** shall mean Municipal Corporation of Delhi.

**“O&M Requirements”** shall mean the requirements as to operation and maintenance of the Project Facility as set forth in Schedule 3.

**“Operations Period”** shall mean the period commencing from COD and ending at the expiry of the Concession or Termination.

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

**“Performance Security”** shall mean the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with Article 5.

**“Person”** shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, government or Government Agency or any other legal entity.

**“Preliminary Notice”** shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

**“Project”** shall mean marketing and advertising of space earmarked on the BQS which are set out in Schedule 1 of this Agreement and operation and maintenance of such BQS in accordance with the provisions of this Agreement.

**“Project Agreements”** shall mean collectively this Agreement, marketing, advertising contracts, contracts relating to the operation and maintenance of any part of the Project Facility and any other material contract entered into or may hereafter be entered into by the Concessionaire.

**“Project Facility”** shall mean BQS setout in Schedule 1, to be marketed for sale of advertisement space, operated, maintained and managed by the Concessionaire in terms of the O&M Requirements.

**“Project Site(s)”** shall mean the land parcel(s) listed in Schedule 1 on which BQS is constructed by DTIDCL.

**“Proposal”** shall mean the Proposal submitted by the Successful Bidder in response to the Request for Qualification and Proposal (RFQP) document issued to the Bidders for the Project submissions made by them upto the date of issue of Letter of Award No. [ ], dated [ ].

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

**"Tax"** shall mean and includes all taxes, fees, cess, duties, levies that may be payable by the Concessionaire under Applicable Law.

**"Repairs"** means all works of every kind required to be executed during Operations Period to meet the O&M Requirements.

**"Termination"** shall mean early termination of this Agreement, pursuant to Article 17 or as may be provided for under any other provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

**"Termination Date"** shall mean the date on which Termination of this Agreement becomes effective in accordance with the terms of this Agreement.

**"Termination Notice"** shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

**"Tests"** shall mean the tests to be carried out in accordance with the O&M Requirements and if not expressly specified in either of the said requirements, as instructed by DTIDCL, in accordance with this Agreement.

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- (b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- (c) 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, organisations or other entities (whether or not having a separate legal entity);
- (d) 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;
- (e) the words "include" and "including" are to be construed without limitation;
- (f) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- (g) 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;
- (h) any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST);
- (i) the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;

- (j) 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;
- (k) 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;
- (l) any agreement, consent, approval, authorisation, 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 authorised representative of such Party in this behalf and not otherwise;
- (m) references to “maintenance” includes all activities needed to ensure that the Project Facility continues to meet the specifications and criteria specified in this Agreement and Applicable Law for a functioning Project Facility;
- (n) references to “management” includes all activities needed to ensure that the Project Facility generate revenue for the Concessionaire in accordance with the provisions of this Agreement and Applicable Law and would include management of licensing of spaces within the Project Facility;
- (o) 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 or liquidated damages (the “Damages”)

### **1.3 Priority of contract documents and errors/discrepancies**

**1.3.1** The several documents forming this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of the following documents shall in the event of any conflict between them be in the order they are set out:

- (a) this Agreement;
- (b) the letter of acceptance issued by DTIDCL accepting the Proposal;
- (c) the RFQP Document including all addendum and clarifications issued by DTIDCL;
- (d) the Proposal and all submission by the Concessionaire thereafter;

i.e. document at (a) above shall prevail over the documents at (b) above and so on.

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

- (a) between two 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;
- (c) between any value written in numerals and that in words, the latter shall prevail.

## APPOINTMENT & GRANT OF CONCESSION

## ARTICLE 2

**2.1** Subject to and in accordance with the terms and conditions set forth in this Agreement, DTIDCL hereby grants and authorizes the Concessionaire to undertake marketing of advertisement space, operation and maintenance of Project Facility and to exercise and / or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (the “**Concession**”).

### **2.2 Concession Period**

The Concession hereby granted is for a period of three (3) months extendable by further three (3) months commencing from the Handing Over Date for each BQS Group during which the Concessionaire is authorised to implement the Project and to operate Project Facilities in accordance with the provisions hereof (hereinafter referred to as the “**Concession Period**”).

Provided, in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Handing Over Date and ending with the Termination Date.

### **2.3 Acceptance of Concession**

The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the Project/ manage the Project Facility, and to perform/ discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement.

## PROJECT SITE

## ARTICLE 3

### **3.1 Handover of the Project Site(s) & BQS Group**

- (a) DTIDCL shall, handover to the Concessionaire physical possession of the constructed BQS Group(s) free from Encumbrances together with the necessary right of way for the sole purpose of implementing the Project in accordance with mutually agreed upon schedule.
- (b) The handing over of atleast 75% of total number of BQS as set out for Zone \_\_\_\_ shall be completed within ten (10) days from the Appointed Date.
- (c) BQS under Change of Scope (clause 19.1(a)) shall form part of this Project and shall be required to be handed over to the Concessionaire within a period of fifteen (15) days from issue of such notice under clause 19.1(a).
- (d) Pursuant to the preceding sub-article 3.1 the Concessionaire shall, subject to the obligations of the Concessionaire under this Agreement, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, development and improvements in the Project Site(s) or BQS as may be necessary or appropriate to implement the Project and maintain Project Facilities in accordance with the provisions of this Agreement.



### 3.2 Rights, Title and Use of the Project Sites and BQS

- (a) The Concessionaire shall have the right to access and use of the BQS / Project Site(s) in accordance with the provisions of this Agreement and for this purpose it may regulate the entry and use of the same by third parties at their own cost.
- (b) All the right, title and interest in the BQSs /Project Site(s) shall continue to vest with the respective Government Agency or DTIDCL as the case may be.
- (c) The Concessionaire shall not create or vest title to the whole or any part of the Project Facility with any third party (including but not limited to by way of sale, lease, power-of-attorney or any other mechanism).
- (d) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the BQS/Project Site(s), save and except as set forth and permitted under this Agreement.
- (e) The Concessionaire shall not without the prior written consent or approval of DTIDCL use the BQS/Project Site(s) for any purpose other than for the purpose of the Project.
- (f) The Concessionaire shall allow access to and use of the BQS/Project Site(s) for laying/ installing/ maintaining telegraph lines, electric lines or for such other public purposes as DTIDCL may specify.

Provided that such access or use shall not result in a Material Adverse Effect and that DTIDCL shall, in the event of any physical damage to the Project Site/ Project Facility/ on account thereof, ensure that the Project Site(s)/ Project Facility is promptly restored at its cost and expenses.

Provided further, that to the extent such access and use allowed by the Concessionaire affects the performance of any of its obligations hereunder, the Concessionaire shall not be deemed or construed to be in breach of its obligations nor shall it incur/ suffer any liability on account thereof.

- (g) The Concessionaire shall have the right to select contractors and sub-contractors to discharge its obligations under this Agreement and to enable the implementation of the Project, in accordance with and subject to the provisions of this Agreement.

### 3.3 Ownership of Project Sites

DTIDCL, as the grantor of the Concession, hereby warrants that:

- (a) DTIDCL has the authority and mandate to develop the BQS at the Project Site(s), market, advertise the space earmarked on BQS and the Concessionaire shall in respect of the Project Site(s) have no liability regarding any compensation payment on account of land acquisition rehabilitation/resettlement of any Persons thereof.
- (b) The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the Project Site(s) during the Concession Period. In the event, the implementation of the Project is obstructed by any Person claiming any right, title or interest in or over the Project Site or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Project Site or any part thereof, DTIDCL shall, if called upon by the Concessionaire, defend such claims and

proceedings and also keep the Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

### **3.4 Applicable Permits**

The Concessionaire shall obtain and maintain all Applicable Permits in such sequence as is consistent with the requirements of the Project except as provided in this Agreement.

### **3.5 Formation of Special Purpose Company and Shareholding in case of consortium**

The Successful Bidder in case is a Consortium, for the Project, shall be required to incorporate a limited liability company under Indian Companies Act, 1956 before signing of the Concession Agreement. The Lead Member of the Consortium shall commit to hold a minimum equity stake equal to 51% and the other member of the Consortium shall individually, commit to hold a minimum equity stake equal to 5% of SPC for atleast one (1) year from date of signing of Concession Agreement or date of commissioning of all BQS, whichever is later.

## **REVENUE**

## **ARTICLE 4**

### **4.1 Collection and Appropriation of Revenue from Advertisement**

- a) Subject to the provisions of this Agreement, the Concessionaire shall be entitled to demand and collect revenue from advertisement at the Project Site/BQS as permitted by DTIDCL in this Agreement.
- b) In case any advertisement space remains unutilized, no adjustment shall be allowed under any circumstances.

## **PERFORMANCE SECURITY**

## **ARTICLE 5**

**5.1** The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to DTIDCL, simultaneously with the execution of this Agreement, two (2) unconditional bank guarantees from a Scheduled Commercial Bank authorized for undertaking government transactions, in the form as set forth in Schedule 5, each for a sum of equivalent to three months Total Monthly Payment (Rupees equivalent to three months Total Monthly Payment only) as the performance security for the Project (hereinafter referred to as "Performance Security"). The amount of Performance Security shall be adjusted based on number of bus shelters at the end of each year based on actual number of bus shelters.

**5.2** The Performance Security shall be kept valid upto one (1) year from Appointed Date and the same shall be returned at end of the one (1) year from Appointed Date to the Concessionaire.

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 DTIDCL's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.

DTIDCL may claim the amount of Performance Security in a single demand or in more than one demand from the Bank. The Bank shall make payment upon such demand without any demur or proof of the same from the Concessionaire. If not paid, then it shall (without prejudice to it being the obligation of the Bank) also subsist as a liability on the Concessionaire till the complete payment of the amount specified in the Performance Security is made.

- 5.3** Where the Performance Security has been invoked in part or full under the terms of this Agreement for non-payment under clause 10.2, 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 within fifteen (15) days of such encashment of performance security by DTIDCL. The right of the DTIDCL to invoke the Performance Security and appropriate the amounts thereunder, shall be without prejudice to its other rights or remedies under Applicable Law.
- 5.4** DTIDCL, 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 DTIDCL may be made in favour of any entity/ person such as Lenders.
- 5.5** Termination due to non payment under clause 10.2 – The Concession Agreement shall be terminated automatically in case of two consecutive non payments of quarterly concession payments by the Concessionaire as prescribed under clause 10.2. In such situation DTIDCL would have already exercised the option of encashment of both performance securities and this Concession Agreement shall terminate automatically at the end of the period for which payment (by way of encashment of performance security) has been received by DTIDCL.

## FINANCING ARRANGEMENTS

## ARTICLE 6

- 6.1** The Concessionaire shall at its cost, expenses and risk make such financing arrangement as would be necessary to implement the Project and to ensure operation and maintenance of the Project Facilities and all of its other obligations under this Agreement, in a timely manner.
- 6.2** Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire covenants with DTIDCL that it 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 two (2) months from the Appointed Date. If the Concessionaire fails to achieve Financial Close within the aforesaid period, it shall be deemed a Concessionaire Event of Default.
- 6.3** 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.
- 6.4** Upon Termination of this Agreement under Clause 6.3, DTIDCL, shall be entitled to appropriate the Performance Security.

**PROJECT SCOPE**

**ARTICLE 7**

**7.1** Subject to the terms of this Agreement, the Concessionaire shall:

- (a) have the right to undertake marketing of space earmarked on the BQS as per the details as contained in Schedule 2 annexed hereto ("Advertising Space") to potential advertisers and advertising agencies;
- (b) operate and maintain the Project Facility, which shall be kept in good condition in terms of O&M Requirements set out in Schedule 3; and
- (c) insure the Project in such sum and against such risk as the Concessionaire deems fit.

The Concessionaire shall ensure that the aforesaid is undertaken in accordance with Applicable Laws.

**EMPLOYEES AND LABOUR**

**ARTICLE 8**

**8.1** The Concessionaire shall make his own arrangements for the engagement of the employees and labour engaged for implementation of the Project.

**8.2** The Concessionaire shall pay rates of wages, and observe conditions of labour, not less favourable than those established for the trade or industry and shall be obliged to follow all the statutory laws and rules applicable.

**8.3** The Concessionaire shall comply with all the relevant labour laws applying to his employees, and shall duly pay and afford to them all their legal rights. The Concessionaire shall require all such employees to obey all Applicable Laws and regulations concerning safety at work.

**8.4** Precautions shall be taken by the Concessionaire to ensure the health and safety of his staff and labour.

**8.5** The Concessionaire shall employ adequate number of appropriately qualified, skilled and experienced persons in order to execute the Project. DTIDCL may require the Concessionaire to remove any person employed on the Project, who in the opinion of DTIDCL:

- (a) persists in any misconduct,
- (b) is incompetent or negligent in the performance of his duties,
- (c) fails to conform with any provisions of the Agreement, or
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

The Concessionaire shall in such cases appoint suitable replacement(s).

**8.6** The Concessionaire shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour, and to preserve peace and protection of persons and property in the neighbourhood of the BQS against such conduct.

**8.7** The Concessionaire agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its contractors and their Sub-Contractors, if any, shall be subject to grant of the requisite regulatory permits and approvals including employment/residential visa and work permits, if required, and the obligation to apply for and obtain the same shall always be of the Concessionaire, and notwithstanding anything to the contrary contained in this Agreement, refusal or inability to obtain such permits and approvals by the Concessionaire or any of its Contractors or Sub-Contractors shall not constitute Force Majeure. Event, and shall

not in any manner excuse the Concessionaire from the performance and discharge of its obligations under this Agreement.

## ENVIRONMENT AND SAFETY

## ARTICLE 9

- 9.1 The Concessionaire shall comply with all applicable safety regulations in its design, access arrangements and operations on Project Site(s).
- 9.2 The Concessionaire shall take all reasonable steps to protect the environment (both on and off the Project Site(s)) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of its operations. The Concessionaire shall ensure that air emissions, surface discharges and effluent from the Project Site(s), as a result of its operations, shall not exceed the values prescribed by law during the execution of the Project.
- 9.3 During the implementation of the Project, the Concessionaire shall keep the Project Site(s) free from all unnecessary obstructions, and shall store or dispose of any equipment or surplus materials.
- 9.4 The Concessionaire shall in a timely manner clear away and remove from the Project Site(s) any wreckage, rubbish no longer required.
- 9.5 The Concessionaire shall not store any hazardous, explosive or inflammable materials on the Project Site(s), without providing for suitable arrangements in respect of storage of such articles as per the Applicable Laws and prevalent practices.

## PAYMENT OF TOTAL MONTHLY PAYMENT

## ARTICLE 10

- 10.1 Total Monthly Payment shall be paid quarterly in advance in accordance with clause 10.2

### 10.2 TOTAL MONTHLY PAYMENT

- a) The Concessionaire shall make a Total Monthly Payment \_\_\_\_\_ (Rupees \_\_\_\_\_) as Fixed fee to DTIDCL. The fixed fee shall be paid on quarterly basis from COD and payable on or before 5<sup>th</sup> day of first month of the quarter in advance for the due quarter and the same shall be increased @ 5% year on year till the end of the Concession Period.
- b) The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Concession Agreement, including customs duties, and the **Total Monthly Payment** shall not be adjusted for such costs.
- c) Payment to Municipal Corporation of Delhi ("MCD") shall be made by DTIDCL. However, advertisement tax payable to MCD shall be paid separately by the Concessionaire to MCD and proof of such payment made to MCD shall be deposited with DTIDCL.
- 10.3 A minimum of 10% of the BQS across all zones shall be made available on demand by DTIDCL or any other nominated government agency for the purpose of advertising from time to time.

- 10.4 Advertisements under clause 10.3 shall be paid for by such agency at rates decided by DTIDCL.

## OPERATIONS AND MAINTENANCE

## ARTICLE 11

- 11.1** The Concessionaire shall be responsible to operate and maintain including any modifications or Repairs to the Project Facilities during the Operations Period and shall comply with O&M Requirements (refer Schedule 3 for details), other requirements set forth in this Agreement, Good Industry Practice, Applicable laws and Applicable Permits.
- 11.2** The Concessionaire shall, during the Operations Period:
- (a) shall have requisite organisation and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project Facility, to deal with DTIDCL and to be responsible for all necessary exchange of information required pursuant to this Agreement;
  - (b) shall, for the purposes of determining that the Project Facility is being maintained in accordance with the O&M Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of DTIDCL and such Tests shall be carried out under the supervision of DTIDCL. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
- 11.3** The Concessionaire shall in consultation with DTIDCL prepare not later than seven (7) days before the handing over of the first set of BQS Group, the repair and maintenance manual (the "Maintenance Manual") for the regular and periodic maintenance, and shall ensure and procure that at all times during the Operations Period, the Project Facilities is maintained in a manner that it complies with the O&M Requirements set forth in Schedule 3.
- 11.4** Copies of the Maintenance Manual shall also be made available by the Concessionaire for public inspection during office hours at a conspicuous place on the Project Facilities, e.g. administrative/ maintenance office for the Project Facilities.
- 11.5** Maintenance shall include replacement of equipment/ consumables, maintenance and upkeep of all structures comprising the Project Facilities in good order and working condition and management of all ancillary and incidental utility facilities elementary for proper functioning of the Project Facilities.
- 11.6** The Concessionaire shall keep the structures and other Project Facilities in a clean, tidy and orderly condition free of litter and debris.
- 11.7** The Concessionaire shall undertake periodic (at least once every calendar month but once every week during monsoons) inspection of the Project Facilities to determine the condition of the Project Facilities including its compliance or otherwise with the O&M Requirements and the maintenance required and shall prepare/ cause to prepare and maintain such inspection ("Maintenance Reports").
- 11.8** DTIDCL may inspect the Project Facilities at any time for a review of the compliance by the Concessionaire with its maintenance obligations under this Agreement.
- 11.9** No demolition/structural changes shall be allowed without specific approval of DTIDCL.

### 11.10 Failure to meet O&M Requirements

- (a) In the event that the Concessionaire has failed to operate and maintain the Project Facilities in accordance with the O&M Requirements, the DTIDCL may issue a notice to that effect specifying the breach.
- (b) In the event the Concessionaire has failed to operate and maintain the Project Facility in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by DTIDCL ("Notice to Remedy"), DTIDCL may, without prejudice to any of its other rights/ remedies under this Agreement, be entitled to cause the repair and maintenance of the Project Facility at the risk and cost of the Concessionaire. The Concessionaire shall pay, by way of reasonable pre-agreed compensation, an amount equal to one and half times the costs incurred by DTIDCL on account of such repair and maintenance within fifteen (15) days of receipt of DTIDCL's claim therefore.
- (c) The Concessionaire shall be deemed to be in Material Breach of the O&M Requirements, if the DTIDCL acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach by the Concessionaire of its obligations;
  - (i) there has been a failure/undue delay in carrying out scheduled/ planned maintenance or the scheduled/ planned maintenance has not been carried out in accordance with the O&M Requirements;
  - (ii) the quality of the Project Facilities or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements;
  - (iii) there has been a serious or persistent failure to adhere to safety requirements and standards and thereby the Project Site(s) and / or Project Facilities or any part thereof is not safe for operation.

For avoidance of doubt, "persistent breach" shall mean:

- (i) any breach of O&M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite a Notice to Remedy in respect thereof issued by the DTIDCL;
- (ii) recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the DTIDCL requiring the Concessionaire to remedy a breach, and
- (iii) repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.
- (d) Upon occurrence of Material Breach of O&M Requirements, DTIDCL shall, without prejudice to and notwithstanding any other consequences provided therefore under this Agreement, be entitled to terminate this Agreement.

## INSURANCE

## ARTICLE 12

### 12.1 Insurance

Throughout the Concession Period, the Concessionaire shall, in accordance to Good Industry Practice, at its cost and expense, purchase and maintain by due re-insatement or otherwise all the necessary insurances required for the Project. During the Operations Period this shall include but not be limited to the following;



- (a) Operations and maintenance All Risks cover;
- (b) loss, damage or destruction of the Project Facility, at replacement value during the Operations Period;
- (c) comprehensive third party liability insurance including injury or death to personnel / representatives of Persons who may enter the Project Site(s) ;
- (d) workmen's compensation insurance; and
- (e) any other insurance that may be necessary to protect the Concessionaire, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

## 12.2 General Requirements for Insurance

- (a) Each insurance policy shall be consistent with the general terms set out in this agreement.
- (b) The Concessionaire shall, on demand, submit to DTIDCL :
  - (i) evidence that the insurances described in this Article have been effected, and
  - (ii) copies of the insurance policies
- (c) The Concessionaire shall maintain a register of entry in order of premium paid towards the Project Facility and proof of payments made shall be submitted to DTIDCL whenever requested for.
- (d) The Concessionaire shall comply with the conditions stipulated in each of the insurance policies. The Concessionaire shall make no material alteration to the terms of any insurance without the prior approval of DTIDCL.
- (e) 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, DTIDCL may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default. Such payments shall be recoverable from the Concessionaire by DTIDCL with interest thereon at 18% from the date the respective sums were incurred by DTIDCL.
- (f) Nothing in this Article shall limit the obligations, liabilities or responsibilities of the Concessionaire or the DTIDCL, 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.

## 12.3 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents, the proceeds of all insurance policies received shall be promptly applied by the Concessionaire towards repair, renovation, restoration or re-instatement of the Project Facility or any part thereof which may have been damaged or destroyed. The Concessionaire may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Concessionaire. The Concessionaire shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facility after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.



#### 12.4 Un-insurable Risks

If during the Concession Period, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained/ re-instated in respect of such risk, the Concessionaire shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

#### 12.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 12 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the DTIDCL, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

#### 12.6 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the DTIDCL and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation 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.

### GENERAL OBLIGATIONS OF CONCESSIONAIRE

### ARTICLE 13

The Concessionaire shall at its own cost and expense and during the subsistence of this Agreement, observe, undertake, comply with and perform, in addition to and not in derogation of its obligations, the following:

- 13.1 investigate, study, design, engineer, finance, procure, operate, maintain and manage the Project Facility in accordance with the provisions hereof;
- 13.2 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 Permits, and obtain such Applicable Permits in conformity with the Applicable Laws and be in compliance thereof at all times during the Concession Period;
- 13.3 comply with all Applicable Permits and Applicable Laws in the performance of the Concessionaire's obligations under this Agreement including those being performed by any of the Contractors;
- 13.4 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 ;
- 13.5 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;
- 13.6 make timely payment of Total Monthly Payment to DTIDCL in terms of Article 10.

- 13.7** provide reports to DTIDCL on regular basis, during the Concession Period in the form and manner set forth in this Agreement;
- 13.8** 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;
- 13.9** ensure and procure that each Project Agreement contains provisions that entitle DTIDCL 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;
- 13.10** appoint, supervise, monitor and control the activities of Contractors under their respective Project Agreements as may be necessary;
- 13.11** 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 and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies DTIDCL against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall DTIDCL be treated as employer in this regard;
- 13.12** take all reasonable precautions for the prevention of accidents on or about the Project Site(s) and provide all reasonable assistance and emergency medical aid to accident victims;
- 13.13** 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 of the Concessionaire therein or under this Agreement, save and except as expressly set forth in this Agreement;
- 13.14** make its own arrangements for materials and observe and fulfill the environmental and other requirements under the Applicable Law and Applicable Permits;
- 13.15** make its own arrangements for the engagement of the employees and labour engaged for implementation of the Project;
- 13.16** be responsible for security, environment and safety, soundness and durability of the Project Site(s) including other structures forming part thereof, as the case may be, at all times during the Concession Period;
- 13.17** not claim or demand possession or control of any roads, structures or real estate which do not form part of the BQS /Project Site(s);
- 13.18** ensure that Project Site(s) remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- 13.19** shall ensure that proper day to day record relating to display of advertising is kept for each of the Advertising Spaces for the entire duration of the Agreement;
- 13.20** shall obtain the necessary permissions and authorizations from the relevant authorities, as may be applicable and necessary for display of advertisements. The Concessionaire shall pay the statutory levies, taxes and duties connected with and/or arising out of display of advertisements including Advertisement Tax;

- 13.21** shall ensure that the creative / advertising material content and form complies with the prevailing norms, codes and other statutory requirements as may be applicable from time to time;
- 13.22** shall screen the contents of the advertisements to be displayed and ensure that they are not indecent / obscene or otherwise offensive to good taste or against public sentiments or in contravention of the MCD bye-laws, 1996, as amended up to date or any other law in this regard;
- 13.23** Where applicable, the Concessionaire shall ensure that no damage is caused to the BQS during the mounting / dismounting of the advertising material. The Concessionaire shall bear the cost of replacement of damaged/broken panels unless the damage has been caused by DTIDCL or is attributable to negligence on the part of DTIDCL;
- 13.24** undertake printing, installation, maintenance, removal, repair, replacement, shifting and other incidental activities related to advertisement panel including replacement of electric points;
- 13.25** receive soft copy of the creative from Client;
- 13.26** undertake printing or conversion of the creative in flex or other required form;
- 13.27** mount and dismount flex or such other material at the Advertising Space in the BQS;
- 13.28** undertake daily and weekly cleaning Advertising Space;
- 13.29** ensure uninterrupted power flow by attending to electrical /mechanical faults, including replacement of fused / broken bulbs/tube lights/lamps promptly;
- 13.30** replace damaged/ broken panels, unless directly attributable to negligence on the part of DTIDCL;
- 13.31** undertake public liability insurance, as may be required;
- 13.32** handle all complaints from the Clients, prepare and make suitable response to such Clients and where required inform of corrective action if required to be undertaken by DTIDCL;
- 13.33** responsible for electric fittings, junction box and cablings for lighting of BQS, advertisement panels, including obtaining electricity connection from utility provider and shall make payments to such utility provider for monthly consumption; DTIDCL is obtaining electricity connection for about 200 shelters. The shelters where such electricity is provide by DTIDCL, the selected bidders shall be required to pay an amount equal to Rs. 20,000/- per shelters towards initial fixed charges for obtaining electricity connection cabling and ducting work, tube light, meter MCB and timer switch.
- 13.34** responsible for providing electric connection electricity payment and regular cleaning to passenger information system installed by GNCTD,;
- 13.35** upon receipt of a request thereof, afford access to the Project Facility to the authorised representatives of DTIDCL 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 Facility 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 and maintenance of the Project Facilities consistent with the purpose for which such persons have gained such access to the Project Site(s);

- 13.36** indemnify and hold harmless DTIDCL 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 breach in execution of the O&M Requirements and any activity incidental thereto;
- 13.37** 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;
- 13.38** pay all statutory deposits and charges toward obtaining power connection;
- 13.39** remove promptly from the Project Site(s) all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials and waste water), rubbish and other debris (including without limitation accident debris) and shall keep the Project Site(s) in a neat and clean condition and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice;
- 13.40** not, without the prior written approval of DTIDCL, use the Project Site(s) for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto;
- 13.41** not deviate in any manner from the lay-out plan/ requirements in any manner whatsoever, during the term of this Agreement without the prior written approval of the DTIDCL;
- 13.42** the unutilized / unoccupied advertisement space shall carry social messages or any other use as approved by the DTIDCL and all shelters shall be lighted during night.
- 13.43** Agrees to abide by the performance measurement parameters and penalties as listed out in Schedule 4

#### **OBLIGATIONS OF DELHI TRANSPORT INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**

#### **ARTICLE 14**

- 14.1** In addition to and not in derogation or substitution of any of its other obligations under this Agreement, DTIDCL agrees to observe, comply and perform the following:
  - (i) within ten (10) days from the Appointed Date, handover to the Concessionaire, atleast 75% of Project Facility on as-is-where-is basis, free from Encumbrance (encroachments, if any), for the purpose of implementing the Project, in accordance with the terms and conditions of this Agreement;
  - (ii) make available to the Concessionaire the Advertising Space on 'as is where is' condition;
  - (iii) permit peaceful use of the BQS(s) by the Concessionaire in accordance with the provisions of this Agreement without any let or hindrance from DTIDCL or persons claiming through or under it;
  - (iv) assist and provide all reasonable support to the Concessionaire in obtaining Applicable Permits and take such measures by way of holding meetings, issuing

orders and instructions to appropriate agencies to facilitate the implementation of the Project by the Concessionaire;

- (v) upon written request from the Concessionaire, assist the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;
- (vi) take permissions and authorizations from the relevant authorities, as may be applicable and necessary for display of advertisements; and
- (vii) observe and comply with its obligations set forth in this Agreement.

## FORCE MAJEURE

## ARTICLE 15

### 15.1 Force Majeure Event

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non Political Event and/or Political Event as defined in Clauses 15.1.1 and 15.1.2 respectively 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 could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money and
- (iii) a Material Adverse Effect on the Project.

#### 15.1.1 Non Political Force Majeure Events

For purposes of Clause 15.1, Non-Political Events shall mean one or more of the following acts or events:

- (i) acts of God, epidemic, extremely adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site(s)) storm, tempest, hurricane, cyclone, thunder, inundation, or fire, landslide
- (ii) strikes or boycotts (other than those involving the Concessionaire, contractors or their respective employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Project Site(s) for a period exceeding a continuous period of twenty four (24) hours and an aggregate period exceeding fifteen (15) days in the contract period,
- (iii) any failure or delay of a contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such contractor;
- (iv) any judgement or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings for

- reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permits, or (ii) on account of breach thereof, or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by DTIDCL;
- (v) the discovery of geological conditions, toxic contamination or archaeological remains on the Project Site(s) that could not reasonably have been expected to be discovered through a site inspection, or
- (vi) Any event or circumstance of a nature analogous to any of the foregoing.

### 15.1.2 Political Force Majeure Events

For purposes of Clause 15.1, Political Event shall mean one or more of the following acts or events by or on account GNCTD, DTIDCL or any other Governmental Agency:

- (a) Change in Law;
- (b) compulsory acquisition in national interest or expropriation of any project assets or the or rights of the Concessionaire/ Contractor (under any of the Project Agreements);
- (c) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or
- (d) any event or circumstance of a nature analogous to any of the foregoing.

### 15.2 Duty to report Force Majeure Event

**15.2.1** Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 15 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

**15.2.2** The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

**15.2.3** For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 15.4.1 and such other information as the other Party may reasonably request the Affected Party to provide.

### **15.3 Effect of Force Majeure Event on the Concession**

At any time after the Appointed Date, if any Force Majeure Event occurs the Concession Period shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists.

### **15.4 Allocation of costs arising out of Force Majeure**

**15.4.1** Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

**15.4.2** Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "**Force Majeure Costs**") shall be allocated and paid as follows:

- (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;
- (b) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by DTIDCL to the Concessionaire.

**15.4.3** For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, costs incurred in relation to the operation, maintenance and management of the Project Facility.

**15.4.4** Save and except as expressly provided in this Article 15, neither Party 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 Force Majeure Event or exercise of any right pursuant hereto.

### **15.5 Termination Payment for Force Majeure Event**

Upon termination of this Agreement, due to a Political Force Majeure Event, Termination Payment shall be made to the Concessionaire by DTIDCL in accordance with the following:

- (i) DTIDCL shall pay to the Concessionaire Termination Payment equal to three months Total Monthly Payment payable to DTIDCL by the Concessionaire.

No Termination Payment shall be made to the Concessionaire in case of Non Political Force Majeure Event

### **15.6 Dispute resolution**

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



## 15.7 Excuse from performance of obligations

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

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

## NO BREACH OF OBLIGATIONS

## ARTICLE 16

16.1 The Party shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- (a) Force Majeure Event, subject to Article 15;
- (b) Event of Default of the Other Party;
- (c) Compliance with the instructions of the other Party; or
- (d) Closure of the Project Facility or part thereof with the approval of the other Party.

## TERMINATION

## ARTICLE 17

### 17.1 Termination For Concessionaire Default

17.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 15 (fifteen) days, the Concessionaire shall be deemed to be in default of this Agreement ("**Concessionaire Event of Default**") unless such event has occurred as a result of a Force Majeure Event or DTIDCL Event of Default:

- (a) At any time during the Concession Period, the Concessionaire fails to adhere to the O&M Requirements in terms of requirements set out in schedule 3 and 4;



- (b) The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than fifteen (15) days or such time provided by DTIDCL;
- (c) The Concessionaire has abandoned the Project Site(s);
- (d) A resolution has been passed by the shareholders' of the Concessionaire for voluntary winding up/ dissolution of the Concessionaire;
- (e) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DTIDCL, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Concessionaire under this Agreement;
- (f) The Concessionaire has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- (g) The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the carrying out of its business by the Concessionaire in the Project Site(s)/ Project Facility and such attachment has continued for a period exceeding thirty (30) days.
- (h) The Concessionaire has failed to pay Total Monthly Payment for more than one month has elapsed from the due date (payment date) for Total Monthly Payment.
- (i) The Concessionaire has created any Encumbrance on the Project Facilities in favour of any Person save as otherwise expressly permitted under this Agreement.
- (j) The Concessionaire, in case of a Consortium, has failed to ensure minimum shareholding requirements as specified in this Agreement.
- (k) The Concessionaire is using Project Facility for any purpose other than as provided in the Agreement.
- (l) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;

**17.1.2** Without prejudice to any other rights or remedies which DTIDCL may have under this Agreement, upon occurrence of a Concessionaire Event of Default, DTIDCL shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, DTIDCL shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant fifteen (15) days to the Concessionaire to make a representation, and may after the expiry of such fifteen (15) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of clause 17.1.3.

**17.1.3** DTIDCL 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 the event DTIDCL receives such notice from the Lenders, it shall, in its discretion, either withhold Termination for

a period not exceeding 30 (thirty) days from the date of such notice, for enabling the Lenders.

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 thirty (30) days, and upon such curing thereof, DTIDCL 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, DTIDCL shall extend the aforesaid period of thirty (30) days by such further period not exceeding fifteen (15) days, as DTIDCL may deem appropriate.

## **17.2 Termination for DTIDCL Default**

**17.2.1** In the event that any of the defaults specified below shall have occurred, and DTIDCL fails to cure such default within a Cure Period of 30 (thirty) days or such longer period as has been expressly provided in this Agreement, DTIDCL shall be deemed to be in default of this Agreement ("**DTIDCL Event of Default**"), unless such event has occurred as a result of a Force Majeure Event or Concessionaire Event of Default for reasons other than any breach, default or lapse on the part of the Delhi Transport Infrastructure Development Corporation Limited:

- (a) DTIDCL is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within thirty (30) days of receipt of notice thereof issued by the Concessionaire;
- (b) DTIDCL has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (c) DTIDCL 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;
- (d) Any representation made or warranties given by Delhi Transport Infrastructure Development Corporation Limited under this Agreement has been found to be false or misleading.

**17.2.2** Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of a DTIDCL Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing a Termination Notice to DTIDCL; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform DTIDCL of its intention to issue the Termination Notice and grant 15 (fifteen) days to DTIDCL to make a notice, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such notice, issue the Termination Notice.

## **17.3 Termination Payments**

Upon Termination of this Agreement, the Concessionaire shall be entitled to receive Termination payment as under:

- (i) If the Agreement is terminated due to Concessionaire Event of Default, Termination Payment equal to one (1) month Total Monthly Payment payable to DTIDCL shall be received by DTIDCL by

invoking the Performance Security (Bank Guarantee) submitted by the Concessionaire with DTIDCL.

- (ii) If the Agreement is terminated due to DTIDCL Event of Default, the Concessionaire shall receive from DTIDCL, Termination Payment equal to one (1) months of Total Monthly Payment payable to DTIDCL.
- (b) Termination Payment shall become due and payable to the Concessionaire within 15 (fifteen) days of a demand being made by the Concessionaire to DTIDCL with the necessary particulars, and in the event of any delay, DTIDCL shall pay interest at a rate equal to 18% (eighteen per cent) on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 30 (thirty) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by DTIDCL of its payment obligations in respect thereof hereunder.

#### 17.4 Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- (a) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facility,
- (b) the Termination Payment, if any, payable by Delhi Transport Infrastructure Development Corporation Limited in accordance with the following Clause is paid to the Concessionaire on the Termination Date
- (c) The Concessionaire shall allow Delhi Transport Infrastructure Development Corporation Limited to take over, the Project Site(s)/ Project Facility free and ensure it is from any Encumbrance.
- (d) The Concessionaire shall remove itself, Equipment, employees and labour, all debris and waste from the Project Site(s).
- (e) The Concessionaire shall cease all further Repairs, except for such work as may be necessary and instructed by Delhi Transport Infrastructure Development Corporation Limited for the purpose of making safe or protecting those parts of the Project Facility to leave the Project Site(s) in a clean and safe condition.

#### 17.5 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.

## 17.6 Rights of DTIDCL on Termination

- (a) Upon Termination of this Agreement for any reason whatsoever, Delhi Transport Infrastructure Development Corporation Limited shall upon making the Termination Payment, if any, to the Concessionaire have the power and authority to:
  - (i) enter upon and take possession and control of the Project Site(s) and Project Facilities;
  - (ii) prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon/ dealing with the Project asset;
  - (iii) substitute the Concessionaire for completion of the remaining Project Facilities with/ without inviting fresh bids for the Project;
  - (iv) enter into a Concession Agreement with any Person on such terms and conditions as it may deem fit.
- (b) Notwithstanding anything contained in this Agreement, Delhi Transport Infrastructure Development Corporation Limited shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the hand back of the Project Facility by the Concessionaire to Delhi Transport Infrastructure Development Corporation Limited shall be free from any such obligation.

## 17.7 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of 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. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

## HAND BACK REQUIREMENTS

## ARTICLE 18

### 18.1 Ownership

Without prejudice and subject to the Concession, the ownership of the Project Site(s), and the Project Facility, including all improvements made therein by the Concessionaire, shall at all times remain that of DTIDCL.

### 18.2 Obligations of Concessionaire

- (a) The Concessionaire shall on the date of expiry of the Concession Period, hand back the management of the Project Facilities (including the relevant records, accounts, documents relating thereto) to DTIDCL free of cost and in good operable condition.
- (b) At least six (15) days before the expected expiry of the Concession Period a joint inspection of the Project Facility shall be undertaken by DTIDCL and Concessionaire. DTIDCL shall, within seven (7) days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs ("Project Facility Hand back Requirements"), if

any, to be carried out so as to conform to the O&M Requirements. The Concessionaire shall promptly undertake and complete such works/jobs at least fifteen (15) days prior to the expected expiry of the Concession Period and ensure that the Project Facility continues to meet such requirements until the same are handed back to DTIDCL.

- (c) DTIDCL shall, within 7 days of the joint inspection undertaken under preceding clause (b) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to DTIDCL along with the Project Facility.
- (d) The Concessionaire hereby acknowledges DTIDCL's rights specified in Clause 17.6 enforceable against it upon Termination and its corresponding obligations arising there from. The Concessionaire undertakes to comply with and discharge promptly all such obligations.
- (e) At least fifteen (15) days prior to the expiry of the Concession Period, the Concessionaire shall, for due performance of its obligations relating to hand back of the Project Facility, submit to DTIDCL a bank guarantee equivalent to a sum of payment of last two quarters, in the form as set forth in Schedule 7 ("Hand back Guarantee"), from a bank acceptable to DTIDCL. The Hand back Guarantee shall be kept valid till three months after expiry.

### 18.3 Obligations of DTIDCL

DTIDCL shall duly discharge and release to the Concessionaire the Hand back Guarantee within one (1) month from the expiry of the Concession Period, subject to its right to deduct amounts towards:

- (a) carrying out works/jobs listed under Clause 18.2(b), which have not been carried out by the Concessionaire,
- (b) purchase of items, which have not been handed back to DTIDCL along with the Project Facility in terms of Clause 18.2(c), and
- (c) any outstanding dues, which may have accrued in respect of the Project Facility during the Concession Period.

## CHANGE OF SCOPE

## ARTICLE 19

- 19.1** DTIDCL may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Project Scope as contemplated by this Agreement ("Change of Scope"). Any such Change of Scope shall be made in accordance with the provisions of this Article 19 and the costs thereof shall be expended by the Concessionaire and reimbursed to the Concessionaire by DTIDCL in accordance with this Article.

Change of Scope shall include:

- (a) Scope Augmentation
  - (i) Within 1 month of Appointed Date DTIDCL reserve the rights to increase the number of BQS by 25% in the total list of 431bus shelters provided as RFQP part 1. However, the increase for individual project (zones) may be different and the limit of 25% shall not apply for each zone. In such cases Total Monthly Payment

shall be increased on a pro-rata basis. The timelines for delivery of such BQS to the Concessionaire shall be decided mutually

(b) De-commissioning

- (i) In case of decommissioning or closure of BQS then proportionate Total Monthly Payment shall be payable to DTIDCL by the Concessionaire upto the date of decommissioning of such BQS(s).

(c) Relocation

- (i) If DTIDCL decides to relocate any BQS the cost of relocation of the BQS(s) shall be borne by DTIDCL.

**REPRESENTATIONS AND WARRANTIES, DISCLAIMER**

**ARTICLE 20**

**20.1 Representations and Warranties of the Concessionaire**

The Concessionaire represents and warrants to DTIDCL that:

- (a) it is duly organised, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- (d) it has the financial standing and capacity to undertake the Project;
- (e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (g) 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 Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- (i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

- (j) subject to receipt by the Concessionaire from DTIDCL of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Concessionaire in and to the Project Site(s)/Project Facility shall pass to and vest in DTIDCL on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or DTIDCL;
- (k) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to DTIDCL or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (l) 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.
- (m) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Project Site(s)/BQS, and the information provided by DTIDCL, 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.
- (n) <sup>5</sup>There has been no change in its shareholders of the Concessionaire and the present shareholding pattern of the Concessionaire is as follows: (i) \_\_\_\_ : \_\_\_\_%; (ii)\_\_\_\_: \_\_\_\_%.

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 DTIDCL shall not be liable for the same in any manner whatsoever to the Concessionaire.

## 20.2 Representations and Warranties of DTIDCL

DTIDCL represents and warrants to the Concessionaire that:

- (a) DTIDCL has full power and authority to grant the Concession;
- (b) DTIDCL has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- (c) This Agreement constitutes DTIDCL's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (d) There are no suits or other legal proceedings pending or threatened against in respect of the Project, Project Site(s) or Project Facility.

## 20.3 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.

---

<sup>5</sup> To be deleted if no SPC is formed



## ASSIGNMENT AND CHARGES

## ARTICLE 21

### 21.1 Restrictions on Assignment and Charges

**21.1.1** Subject to Clauses 21.2 and 21.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of DTIDCL, which consent DTIDCL shall be entitled to decline without assigning any reason.

**21.1.2** Subject to the provisions of Clause 21.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of DTIDCL, which consent DTIDCL shall be entitled to decline without assigning any reason.

### 21.2 Permitted Assignment and Charges

The restraints set forth in Clause 21.1 shall not apply to:

- (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of operation, management and maintenance of the Project Facility;
- (b) mortgages/pledges/hypothecation of goods/assets other than Project Facilities, and their related documents of title, arising or created in the ordinary course of operation, management and maintenance of the Project Facility and as security only for indebtedness to the Lenders under the Financing Documents; and
- (c) Liens or encumbrances required by any Applicable Law.

### 21.3 Assignment by DTIDCL

Notwithstanding anything to the contrary contained in this Agreement, DTIDCL may, after giving 15 (fifteen) days' notice to the Concessionaire, assign any of its rights and benefits and/or obligations under this Agreement; to an assignee who is, in the reasonable opinion of DTIDCL, capable of fulfilling all of DTIDCL's then outstanding obligations under this Agreement.

## LIABILITY & INDEMNITY

## ARTICLE 22

### 22.1 General Indemnity

- (a) The Concessionaire will indemnify, defend, save and hold harmless DTIDCL, its officers, servants, agents ("**DTIDCL Indemnified Persons**") against any and all suits, proceedings, actions, demands and, third party claims for loss, damage, cost and expense of whatever kind and nature arising out of the any breach by the Concessionaire of its obligations under this Agreement or any user related agreement or defect or deficiency in the provision of services by the Concessionaire that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of DTIDCL Indemnified Persons.
- (b) DTIDCL will, indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, third party claims for loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of



DTIDCL in the land comprised in the Project Site(s) adversely affecting the performance of the Concessionaire's obligations under this Agreement (ii) breach by DTIDCL of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, , save' and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

## 22.2 Indemnity by the Concessionaire

Without limiting the generality of Clause 22.1 the Concessionaire shall fully indemnify, save harmless and defend DTIDCL / DTIDCL Indemnified Persons 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 Permits,
- (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 furnished to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its contractors.

**22.3** Without limiting the generality of the provisions of this Article, the Concessionaire shall fully indemnify, save harmless and defend the DTIDCL indemnified Person from and against any and all suits, proceedings, actions, claims, demands. liabilities and damages which the DTIDCL Indemnified Persons 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 Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for DTIDCL a license, at no cost to DTIDCL, authoring 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.

## 22.4 Notice and Contest of Claims

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 (the '**Indemnified Party**') it shall notify the other Party ("**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the 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.

## **22.5 Defence of Claims**

22.5.1 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 defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the 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 defence. 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.

22.5.2 If the Indemnifying Party has exercised its rights under Clause 22.4, 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).

22.5.3 If the Indemnifying Party exercises its rights under Clause 22.4 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 defence 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 defence 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:
  - (a) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
  - (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 of this Clause 21.5.3 shall have the right to direct the defence 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.

## 22.6 No Consequential Claims

Notwithstanding anything to the contrary contained in this Article 22, the indemnities herein provided shall not include any claim or recovery in respect of; any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

## 22.7 Survival on Termination

The provisions of this Article 22 shall survive Termination.

# DISPUTE RESOLUTION

# ARTICLE 23

## 23.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "**Dispute**") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in sub-clause (b) below.
- (b) Either Party may require such Dispute to be referred to the Chairman, DTIDCL and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 23.2 below.

## 23.2 Arbitration

### (a) Procedure

Subject to the provisions of Clause 23.1, any dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration Act. 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 15 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 ordinarily be Delhi but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

### (c) English Language

The language of arbitration proceedings including request for arbitration, the answer to the request, the terms of reference, any written submissions, hearings, 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.

(d) **Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

(e) **Performance during Arbitration**

Pending the submission of and/or decision on a dispute and until the arbitral 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.

**MISCELLANEOUS**

**ARTICLE 24**

**24.1 Governing Law and Jurisdiction**

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

**24.2 Waiver of Immunity**

Each Party unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any reliefs 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 judgment that may be made or given in connection therewith).

**24.3 Delayed Payment 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 18% per annum 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 or 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.

#### **24.4 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 Liability for review of Documents**

- a) no review, comment or approval by DTIDCL of any Project Agreement, Document or drawing submitted by the Concessionaire nor any observation or inspection of the operation or maintenance of the BQS nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- b) DTIDCL shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above

#### **24.6 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 and any representation by any Party not contained in a binding legal agreement executed by the Parties.

#### **24.7 Survival**

##### **24.7.1 Termination of this Agreement:**

- (a) shall not relieve the Concessionaire or DTIDCL 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.

#### **24.8 Entire Agreement**

This Agreement and the Schedules together constitute a complete and exclusive statement 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 such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

#### **24.9 No Partnership**

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

#### **24.10 Third Parties**

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

#### **24.11 Successors and Assigns**

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

#### **24.12 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 both the Parties hereto and evidenced in writing.

#### **24.13 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.

#### **24.14 Notices**

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

**If to DTIDCL:**

AGM (Works)/DTIDCL  
Delhi Transport Infrastructure Development Corporation  
2<sup>nd</sup> Floor Maharana Pratap ISBT Building,  
Kashmere Gate,  
Delhi – 110006  
Tel. : 011-23860323  
Fax: 011-23865321  
Email:- [agmw2.dtidc@delhi.gov.in](mailto:agmw2.dtidc@delhi.gov.in)

**If to the Concessionaire:**

The Managing Director,

\_\_\_\_\_

-----(*insert complete address with phone and fax details*)

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

**24.15 Severability**

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

**24.16 Counterparts**

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

For and on behalf of Concessionaire by:

(Signature)

(Signature)

(Name)

(Designation)

In the presence of :	
1)	2)



## Schedule 1

BQS List as per given in Enclosure 1 of RFQP document.

### BQS DETAILS

Description	Number of Shelters
Zone 2	137*
Zone 4	148*
Zone 5	146*
Total	431*

\*The above number is indicative, subject to change.

## DETAILED LIST OF 431\* BQS

### 137\* BQS site List (Zone-2)

S. No.	Name of BQS	WPT
1	CRPF Camp	Okhla Ph-I
2	CRPF Camp	Tara apartment
3	DDA Kalkai Ext.	Tara Apartment
4	DDAKalkaji Ext.	Okhla Ph-I
5	T.B.Extension	Tara Apartment
6	B-Block Kalkaji	Govind Pu;ri
7	B-Block Kalkaji	Nehru Place
8	Desh bandu College	Govind puri
9	Desh Bandu College	Neharu Place
10	G-Block Kalkaji	Govind Puri
11	Nehru Place (Terminal)	In Side Terminal
12	Nehru Place (Terminal)	In Side Terminal
13	Nehru Place (Terminal)	In Side Terminal
14	Nehru Place (Terminal)	In Side Terminal
15	Nehru Place (Terminal)	In Side Terminal
16	Nehru Place (Terminal)	In Side Terminal
17	DDA Flat Kalkaji	Govind Puri
18	Govind Puri	Majidia Hospital
19	Govind Puri	Majidia Hospital
20	Guru Ravi Dass Mandir	Govind Puri
21	Guru Ravi Dass Mandir	Majidia Hospital
22	Hamdard LibRARY	Govind Puri
23	Hamdard LibRARY	Majidia Hospital
24	Majidia Hospital	Govind Puri
25	Majidia Hospital	Majidia Hospital
26	Tara apartment	Govind Puri
27	Tara Apartment	Majidia Hospital
28	Ali Village	Ashram
29	Ali Village	Badarpur
30	Apolo Hospital	Ashram
31	Apolo Hospital	Badarpur
32	Ashram	Badarpur
33	Ashram	Badarpur
34	CRRI	Ashram
35	CRRI	Badarpur
36	Haldi Ram	Badarpur
37	Harkesh Nagar	Ashram
38	Harkesh Nagar	Badarpur
39	Ishwar Nagar	Ashram

40	Ishwar Nagar	Ashram
41	Kalka Mor	Ashram
42	Kalka Mor	Badarpur
43	Madanpur Khadar	Ashram
44	Madanpur Khadar	Badarpur
45	Maruti Factory	Ashram
46	New Friends Colony	Ashram
47	Okhla Tank	Ashram
48	Okhla Tank	Badarpur
49	Onida Factory	Ashram
50	Onida Factory	Badarpur
51	Sarita Vihar	Ashram
52	Sarita Vihar	Badarpur
53	Sukhdev Vihar Depot	Ashram
54	Sukhdev Vihar Depot	Badarpur
55	DDA Flat Kalkaji Mkt.	CR Park
56	DDA Flat Kalkaji Terminal	Terminal
57	G.K. Part-I (E- Block)	-
58	L S R Collage	L S R Collage
59	Sapna Cinema	Garhi Village
60	Sapna Cinema	L S R Collage
61	Govind Puri	Govind Puri
62	Govind Puri	Kalkaji Depot
63	Jal Vihar (T)	In side Terminal
64	Jal Vihar (T)	In side Terminal
65	Jal Vihar (T)	In side Terminal
66	Jal Vihar (T)	In side Terminal
67	Lajpat Nagar (DJB)	Jal Vihar
68	Lajpat Nagar (DJB)	Ring Road
69	Batla House	Okhla (Terminal)
70	Jamia College	Holy Family
71	Okhla Terminal	Batla House
72	Okhla Terminal	Batla House
73	Sarita Vihar A-Block	DDA Road
74	Sukhdev Vihar	NSIC
75	C Lal Chowk	C Lal Chowk
76	C Lal Chowk	C Lal Chowk
77	Alaknanda Appratment	Savitri Cinema
78	Alaknanda Appratment	Tara apartment
79	C.R Park	Savitri Cinema
80	C.R Park	Tara Apartment
81	C.R Park Mkt.-II	Tara apartment
82	C.R Park Mkt-I	Tara apartment

83	Tara apartament	Savitri Cinema
84	Tara apartment	Savitri Cinema
85	Khichripur	Akshardham Mandir
86	Khichripur	Gajipur
87	Ashirwad Apartment	Hasan Pur Depot
88	Ashirwad Apartment	Mother Dairy
89	Balco Apartment	Mother Dairy
90	Chander Vihar	Hasan Pur Depot
91	Chander Vihar	Mother Dairy
92	Dharama Apartment	Mother Dairy
93	Dharma Apartment	Hasan Pur Depot
94	Govt. Modal School	Hasan Pur Depot
95	Govt. Modal School	Mother Dairy
96	Himalaya Apartment	Hasan Pur Depot
97	Himalaya Apartment	Mother Dairy
98	Mother Dairy Xing	Hasan Pur Depot
99	Mother Dairy Xing	Mother Dairy
100	Neethi Apartment	Hasan Pur Depot
101	Neethi Apartment	Mother Dairy
102	Parivar apartment	Hasan Pur Depot
103	Parivar Apartment	Mother Dairy
104	Press Apartment	Hasan Pur Depot
105	Press Apartment	Mother Dairy
106	Prince Apartment	Mother Dairy
107	Ras Vihar	Hasan Pur Depot
108	Ras Vihar	Mother Dairy
109	Saraswati Kunj	Hasan Pur Depot
110	Saraswati Kunj	Mother Dairy
111	Vijay laxmi Apartment	Hasan Pur Depot
112	Vijay Laxmi apartment	Mother Dairy
113	Arjun Nagar	Gaji Pur
114	Arjun Nagar	Shahdara
115	East Azad Nagar	Gaji Pur
116	East Azad Nagar	Shahdara
117	East Krishna Nagar	Shahdara
118	Hans Apartment	Gaji Pur
119	Hans Apartment	Shahdara
120	Hasanpur Depot	Gaji Pur
121	Hasanpur Village	PPG
122	Hasanpur Village	Shahdara
123	Jagat Puri A Block	Gaji Pur
124	Jagat Puri A Block	Shahdara
125	Jagat Puri F-1 Block	Shahdara

126	Jagat Puri F-Block	Gaji Pur
127	Jharkhand	Gazi Pur
128	Jharkhand	Shahdara
129	Kanti Nagar Ext.	Gaji Pur
130	Kanti Nagar Ext.	Shahdara
131	Krishna Nagar A Block	Gaji Pur
132	Radhey Puri	Gaji Pur
133	Radhey Puri	Shahdara
134	Swarn Cinema	Gaji Pur
135	Swarn Cinema	Shahdara
136	Surya Nagar	Gazipur
137	Surya Nagar	Shahdara Depot

\* The above list is indicative and subject to change

## 148\* BQS site List (Zone-4)

S. No.	Name of BQS	WPT
1.	Ram Mandir, D Blcok	Vivek Vihar
2.	Mahila College	Vivek Vihar
3.	Vivek Vihar	Vivek Vihar
4.	Vivek Vihar	Vivek Vihar
5.	Bara Bagh	Ghanta Ghar
6.	Gujrawala Town	Ghanta Ghar
7.	Gurudwara Nanak Pio	Azadpur
8.	Gurudwara Nanak Pio	Ghanta Ghar
9.	Harmilap Mission Ashram	Ghanta Ghar
10.	Rana Pratap Bagh	Azadpur
11.	Rana Pratap Bagh	Ghanta Ghar
12.	SBI Colony	Azadpur
13.	SBI Colony	Ghanta Ghar
14.	Telephone Exchange	Azadpur
15.	Telephone Exchange	Ghanta Ghar
16.	Har Gobind Enclave	ITO
17.	Har Gobind Enclave	Ram Vihar
18.	Jagriti Enclave	Ram Vihar
19.	Ram Vihar	ITO
20.	Saini Enclave	ITO
21.	Saini Enclave	Ram Vihar
22.	Dilshad Garden GT Rd.	ISBT
23.	Jhil Mil Xing	ISBT
24.	Shahdara Border	ISBT
25.	Shastri Park	ISBT
26.	Shastri Park	Shahdara Depot
27.	Shastri Park (Metro Depot)	ISBT
28.	Shastri Park (Metro Depot)	Shahdara Depot
29.	Shyam Giri Mata Mandir	ISBT
30.	Shyam Giri Mata Mandir	Shahdara Depot
31.	Telephone Exchange	Shahdara Depot
32.	Welcome Colony	ISBT
33.	Welcome Colony Metro Station	ISBT
34.	B-Block Yamuna Vihar	Border
35.	B-Block Yamuna Vihar	Wazirabad
36.	C-Block Yamuna Vihar	Border
37.	C-Block Yamuna Vihar	Wazirabad
38.	Dr.B Ramedkar College	Wazirabad
39.	Gokul Puri	Border
40.	Guru Nanak Sar	Wazirabad

41.	Guru Nanak Sar	Wazirabad
42.	Wazirabad X-ing	Border
43.	Wazirabad X-ing	Wazirabad
44.	Yamuna Vihar(Brij Pur)	Wazirabad
45.	Ali Pur	Shingu Border
46.	AMPC	G.T.Karnal
47.	AMPC	Shingu Border
48.	Bakoli Xing	G.T.Karnal
49.	Bakoli Xing	Shingu Border
50.	BDO Office	Shingu Border
51.	Budh Pur	G.T.Karnal
52.	Budh Pur	Shingu Border
53.	Gurudwara	G.T.Karnal
54.	Gurudwara	Shingu Border
55.	Jain Mandir	G.T.Karnal
56.	Jain Mandir	Shingu Border
57.	Khampur	G.T.Karnal
58.	Khampur	Shingu Border
59.	Libas Pur	G.T.Karnal
60.	Libas Pur	Shingu Border
61.	Nangli Puna	G.T.Karnal
62.	Nangli Puna	Shingu Border
63.	PWD Office Ali Pur	Shingu Border
64.	Sanjay Gandhi Tpt Nagar	Shingu Border
65.	Sanjay Gandhi Tpt. Nagar	Shingu Border
66.	Shani Dham Mandir	G.T.Karnal
67.	Shani Dham Mandir	Shingu Border
68.	Shingu Border	G.T.Karnal
69.	Shingu Border	G.T.Karnal
70.	Shingu Village	G.T.Karnal
71.	Shingu Village	Shingu Border
72.	Swaroop Nagar	G.T.Karnal
73.	Swaroop Nagar	Shingu Border
74.	Kali Mandir	ITO
75.	Bal Bhavan	CP
76.	Kali Mandir	CP
77.	Deen Dayal Upadhyay Marg	CP
78.	Deen Dayal Upadhyay Marg	ITO
79.	Govt. Sr. Sec. School	ITO
80.	Bal Bhavan	ITO
81.	Mori Gate	
82.	Mori Gate	
83.	Mori Gate	



84.	Mori Gate	
85.	Mori Gate	
86.	Mori Gate	
87.	G. P. O.	ISBT
88.	G.G.S.Indraprastha University	GPO
89.	G.G.S. Indraprastha University	ISBT
90.	Majnu Ka Tila	ISBT
91.	Majnu Ka Tila	Wazirabad
92.	Metcalf House	ISBT
93.	Metcalf House	Wazirabad
94.	PWD Office	ISBT
95.	Rly. Station	Fateh Puri
96.	Rly. Station	Fateh Puri
97.	Rly. Station	Fateh Puri
98.	Rly. Station	Fateh Puri
99.	Rly. Station	Fateh Puri
100.	Rly. Station	Fateh Puri
101.	Rly. Station	Fateh Puri
102.	Rly. Station	Fateh Puri
103.	Ludlow Castle	ISBT
104.	Alpana Cinema	Azad pur
105.	Alpana Cinema	GTB Ngr.
106.	Azad pur	Azad pur
107.	Azad pur	Azad pur
108.	Azad pur	GTB Ngr
109.	Azad pur	GTB Ngr.
110.	GTB Ngr.	Azad pur
111.	GTB Ngr.	ISBT
112.	Model Town-II	Azad pur
113.	Model Town-II	GTB Ngr.
114.	Model Town-III	Azad pur
115.	Model Town-III	GTB Ngr.
116.	New Police Line.	Azad pur
117.	New Police Line.	GTB Ngr.
118.	Nityanand Marg.	ISBT
119.	Nityanand Marg.	ISBT
120.	Nityanand Marg.	Tis Hazari
121.	Nityanand Marg.	Tis Hazari
122.	St. Stephen Hospital	ISBT
123.	Babu Jagjivan Ram Hospital	ISBT
124.	Babu Jagjiwan Ram Hospital	GTK
125.	Bhalaswa Xing	GTK
126.	Bhalaswa Xing	ISBT

127.	Burrari Xing	GTK
128.	Burrari Xing	ISBT
129.	Ghandi Vihar	GTK
130.	Ghandi Vihar	ISBT
131.	Gopal Pur Xing	GTK
132.	Gopal Pur Xing	ISBT
133.	CV Raman ITI	ISBT
134.	CV Raman ITI	GTK
135.	Mukand Pur Xing	GTK
136.	Mukand pur Xing	ISBT
137.	Mukarba Chowk	GTK
138.	Mukarba Chowk	GTK
139.	Mukarba Chowk	ISBT
140.	Mukarba Chowk	ISBT
141.	Tis Hazari	Baraf Khana
142.	Tis Hazari	ISBT
143.	P.W.D. Office	G.T.K.
144.	Seelampur (Metro Stn.)	Shadhara
145.	Welcome Colony Metro stn.	Shadhara
146.	Seelampur (Metro Stn.)	ISBT
147.	Ajit Nagar	ISBT
148.	Dharampura	ISBT

\* The above list is indicative and subject to change

<b>146* BQS site List (Zone-5)</b>		
<b>S. No.</b>	<b>Name of BQS</b>	<b>WPT</b>
1.	Aggarsain Hospital	Punjabi Bagh
2.	Aggarsain Hospital	Peera Garhi Chowm
3.	Ashok Vihar Xing	Dhaura Kuan
4.	Avtar Enclave(New Multan Nagar Paschim Vihar	Peera Garhi Chowm
5.	B Block Mangol Puri	Peera Garhi
6.	B Block Mangol Puri	GTK
7.	B-3 Keshav Puram	Azad Market
8.	B-4 Keshav Puram	Azad Market
9.	B-4 Keshav Puram	Ring Rd
10.	Badli Xing	Peera Garhi
11.	Badli Xing	GTK
12.	C-BlockVikas Puri	Uttam Nagar
13.	Zakhira	Moti Nagar
14.	CRPF Keshav Puram Vill.	Vikas Puri
15.	Saraswati Vihar	Peeragarhi
16.	Dholi Piao	Tilak Nagar
17.	Dholi Piao	Uttam Nagar
18.	District Centre	Tilak Nagar
19.	District Centre Janak Puri	Distt. Centre
20.	District Centre Janak Puri	Peera Garhi
21.	E S I Hospital	Azad pur
22.	E S I Hospital	Dhaura Kaun
23.	East Punjabi Bagh	Dhaura Kaun
24.	Gurudwara Vikas Puri	Uttam Nagar
25.	Gurudwara Vikas Puri	Vikas Puri
26.	H-3 Vikas Puri	Uttam Nagar
27.	Haider Pur (Water Works)	Peera Garhi
28.	Inder Lok	Azad Market
29.	Inder Lok	Keshav Puram
30.	J-BlockVikas Puri	Uttam Nagar
31.	J-BlockVikas Puri	Vikas Puri
32.	JD Block Pitam Pura	Rohini Sec.24
33.	JD Block Pitam Pura	Subhash Place
34.	JG-3 Vikas Puri	O.Ring Rd.
35.	K.P.Depot	Distt. Centre
36.	K.P.Depot	Peera Garhi
37.	Kali Mandir	GTK
38.	Kali Mandir	Peera Garhi
39.	Navbharat	Motibagh
40.	Campacola	Motibagh

41.	Kanhiya Nagar	Azad Market
42.	Karam Pura Terminal	Dayal Chowk
43.	Karam Pura Terminal	Dayal Chowk
44.	Karam Pura Terminal	Moti Nagar
45.	Karam Pura Terminal	Moti Nagar
46.	Karam Pura Terminal	Moti Nagar
47.	Kohat Enclave (Metro Stn.)	Subhash Place
48.	Krishna Park	Distt. Centre
49.	Krishna Park	Peera Garhi
50.	Madhuban Chowk	Subhash Place
51.	Madhuban Chowk	Rohini Sec.24
52.	Madi pur JJ Colony	Peera Garhi Chowm
53.	Madi Pur JJ Colony	Punjabi Bagh
54.	Madi Pur Village	Peera Garhi Chowm
55.	Madi Pur Village	Punjabi Bagh
56.	Major Bhupinder Singh Ngr	Distt. Centre
57.	Major Bhupinder Singh Ngr	Peera Garhi
58.	Mangol Pur School	GTK
59.	Manohar Nagar	Distt. Centre
60.	Manohar Nagar	Peera Garhi
61.	M-BlockVikas Puri	Uttam Nagar
62.	Meera Bagh	Distt. Centre
63.	Meera Bagh	Peera Garhi
64.	Meera Bagh Apartment	Distt. Centre
65.	ESI DISPENSARY	Peera Garhi
66.	Mukarba Chowk	Peera Garhi
67.	Mukarba Chowk	Peera Garhi
68.	Multan Nagar	Peera Garhi Chowm
69.	Multan Nagar	Punjabi Bagh
70.	ND Block Pitam Pura	Subhash Place
71.	NDBlock Pitam Pura	Rohini Sec.24
72.	New Moti Nagar (B-Block)	Ring Rd./Dayal Chowk
73.	New Multan Nagar	Punjabi Bagh
74.	Ordinance Depot	Punjabi Bagh
75.	Oxford School	Vikas Puri
76.	P.S.Vikas Puri	Uttam Nagar
77.	P.S.Vikas Puri	Vikas Puri
78.	Partap Nagar M.Stn.	Keshav Puram
79.	Paschim Vihar (Mkt.)	Peera Garhi Chowm
80.	Paschim Vihar(Super Bazar)	Punjabi Bagh
81.	Peera Garhi Chowk	Peera Garhi Chowm
82.	Peera Garhi Depot	Peera Garhi Chowm
83.	Peera Garhi Depot	Distt. Centre

84.	Pitam Pura (BV Block)	Peera Garhi
85.	Pitam Pura (RU Block)	GTK
86.	Haider Pur (Water Works)	GTK
87.	ESI DISPENSARY	Zakhira
88.	Power House	Peera Garhi
89.	Prem Bari Pul	Azadpur
90.	Prem Bari Pul	Dhaura Kuan
91.	Punjabi Bagh	Azad pur
92.	Punjabi Bagh Club	Azad pur
93.	Punjabi Bagh Club	Dhaura Kaun
94.	Punjabi Bagh Terminal	Dayal Chowk
95.	Punjabi Bagh Terminal	Dayal Chowk
96.	Punjabi Bagh Terminal	Ring Road
97.	Punjabi Bagh X-ing	Azad pur
98.	Punjabi Bagh X-ing	Dhaura Kaun
99.	Pushpanjali Enclave	GTK
100.	Rajdhani College	Azad pur
101.	Rajdhani College	Dhaura Kaun
102.	Ramesh Nagar	Raja Garden
103.	Rohini Depot-III	GTK
104.	Campacola	zakhira
105.	Saraswati Vihar	GTK
106.	Shakur Pur Village / Shiv Mandir	Azad pur
107.	Shakur Pur Village / Shiv Mandir	Dhaura Kaun
108.	Shakur Pur X-ing / Bartania	Azad pur
109.	Shalimar Bagh Xing	Dhaura Kuan
110.	Shalimar Bagh/ Richi Rich	Dhaura Kuan
111.	Shanti Nagar	Azad Market
112.	Shanti Nagar	Keshav Puram
113.	Shastri Ngr. 'E'Block	AzadMarket
114.	Shastri Ngr. Metro Stn.	Azad Market
115.	Shastri Ngr. Shiv Mandir	AzadMarket
116.	Shastri Ngr. Shiv Mandir	Keshav Puram
117.	Shivaji College	Peera Garhi Chowm
118.	Shivaji College	Punjabi Bagh
119.	SPM College	Peera Garhi Chowm
120.	SPM College	Punjabi Bagh
121.	Subhash Place	Rohini Sec.24
122.	Subhash Place	Rohini Sec.24
123.	Subhash Place	Subhash Place
124.	Sunder apartment	Distt. Centre
125.	Sunder Appartment	Peera Garhi

126.	DCM Chemical	Distt. Centre
127.	ND/DP Block Pitam Pura	Peera Garhi
128.	Telephone exchange	Azad pur
129.	Uttam Nagar Terminal	In side Terminal
130.	Uttam Nagar Terminal	In side Terminal
131.	Uttam Nagar Terminal	In side Terminal
132.	Uttam Nagar Terminal	In side Terminal
133.	Uttam Nagar Terminal	In side Terminal
134.	Uttam Nagar(T)	Tilak Nagar
135.	Pitam Pura (BV Block)	GTK
136.	Vidya Vihar	GTK
137.	Vikas Puri Xing	Tilak Nagar
138.	Vikaspuri xing	Uttam Nagar (In Ring Road)
139.	Vikaspuri xing	Uttam Nagar (Out side)
140.	Vill.Budella Opp. C-Block	Vikas Puri
141.	Wazir pur (Subash Place)	Azad pur
142.	Wazir pur Depot (D-Mall)	Azad pur
143.	West Encalve	Peera Garhi
144.	West Enclave	GTK
145.	West Enclave	Ordiance Factory
146.	West Enclave	Outer Ring Road

Note:

- The above list is indicative and subject to change
- The sites may be subject to relocation, if required. The list is indicative and tentative. In case of any difficulty at a particular Project Site/BQS, DTIDCL reserves the right to provide replacement location.







**OPERATION AND MAINTENANCE REQUIREMENTS**

**SCHEDULE 3**

**1. General**

**1.1 BQS**

Project Facility for each BQS comprise of the following:

- (i) Platform including its side surface and ramps in all directions
- (ii) Steel fixtures including :
  - Railing
  - Steel bench
  - Main central display panel, two nos. side panels and one MUPI
  - Platform shed including its roof top
  - Dustbin
  - PIS Boards and sign boards
- (iii) Electric light fittings
- (iv) Energy meter box and electric connection from distribution company
- (v) Foundation and other civil works including tiles
- (vi) Any paint works

1.2 In the design, planning and implementation of all works and functions associated with the operation and maintenance of the Project Facilities, the Concessionaire shall take all such actions and do all such things (including without limitation, organising itself, adopting measures and standards, executing procedures including inspection procedures, and engaging contractors, if any, agents and employees) in such manner, as will :

- (i) keep the Project Facilities from undue deterioration and wear;
- (ii) ensure the safety of personnel deployed for operation & maintenance of facilities
- (iii) permit unimpaired performance of statutory duties and functions of any party in relation to the Project.
- (iv) take appropriate measures to minimise traffic disruption on the roads adjoining the BQS.

1.3 During the Concession Period, the Concessionaire shall ensure that :

- (i) Project Facility is kept free from undue deterioration and undue wear;
- (ii) applicable and adequate safety measures are taken;
- (iii) adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project Facility, due to any of its actions, is minimised;
- (iv) any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/ minimised;
- (v) disturbance or damage or destruction to property of third party by operations of the Project Facility is controlled/ minimised;
- (vi) members of the public are treated with due courtesy and consideration by its employees/ agents;

- (vii) users are provided with adequate information and forewarned of any event or any other matter affecting the Project Facility to enable them to control/ minimise any adverse consequences by such event or matter;
- (viii) all materials used in the maintenance, repair and replacement of any of the Project Facility shall meet the O&M Requirements.
- (ix) the personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire meet the O & M Requirements.

## 2. Operation and Maintenance Manual and O & M Plans

2.1 The Concessionaire shall finalise in consultation with DTIDCL:

- (i) the O&M Manual the Project
- (ii) the O&M Plan for the first year of operations

## 3. Operation and Maintenance Requirements

3.1 The Concessionaire shall comply with the O&M Requirements set out in this Schedule and also meet the other requirements, if any, set out in the Agreement.

### 3.2 O & M Requirements

3.2.1 During Operations Period, the BQS shall be maintained in accordance with the O & M Requirements set out below :

Service Output	Maximum Tolerance Level	Permissible Time Limit for repairs/rectifications
1. Clean, without debris and garbage	Nil	<ul style="list-style-type: none"> <li>Soil, debris, garbage and other objects shall be removed immediately upon detection</li> </ul>
2. Steel Structures /structures	Nil	<ul style="list-style-type: none"> <li>Any damaged structures shall be repaired/replaced immediately</li> </ul>
3. Roof : leakage	Nil	<ul style="list-style-type: none"> <li>Any damage shall be rectified immediately upon detection</li> </ul>
4. Floor tiles/pavement blocks	Damaged : maximum 2%	<ul style="list-style-type: none"> <li>Any damaged floor tiles/pavement blocks shall be repaired/ replaced within 3 days from detection</li> </ul>
5. Seating space: clean, polished and in unbroken condition	Damaged : maximum 2%	<ul style="list-style-type: none"> <li>Any damaged seat shall be repaired/ replaced within 2 days from detection</li> </ul>
6. Information Boards/ Signages : visible, legible and functional	Nil	<ul style="list-style-type: none"> <li>Obstructions shall be removed immediately upon detection</li> <li>Dirty information boards/ signages shall be cleaned immediately upon detection</li> <li>Damaged information boards/ signages shall be repaired/ replaced within 24 hours of detection</li> </ul>

Service Output	Maximum Tolerance Level	Permissible Time Limit for repairs/rectifications
7. Lighting	Nil	<ul style="list-style-type: none"> <li>Lighting other than required for advertisement panels shall be functional and at all times.</li> </ul>
8. Dust Bins	Nil	<ul style="list-style-type: none"> <li>To be cleaned at least once a day</li> </ul>

### 3.3 Maintenance Activities

In order to ensure smooth and uninterrupted use of the Project Facility during normal operating conditions regular and periodic maintenance activities would need to be carried out by the Concessionaire. Heavy maintenance shall preferably be done in the night hours or public holidays.

### 3.4 Security

The Concessionaire shall make provision for round-the-clock security of the Project Facilities.

## 4. Typical Set of Activities to be Carried Out to meet O & M Requirements

Cleaning area/ component	Cleaning tasks	Inspection check list/ standards
<p align="center"><u>Daily Cleaning Schedule- Night shift</u></p> <ul style="list-style-type: none"> <li>Cleaning standards to be judged on daily basis</li> <li>A report to be accordingly initiated as per this inspection checklist table</li> </ul>		
BQS platform and approach footpath	<ol style="list-style-type: none"> <li>Clean and mop floors including sides in all directions</li> <li>Clean and carry out dusting of all fixtures, panels, electrical fittings</li> <li>Clean and carry out dusting of all structures and the sign boards</li> </ol>	<ol style="list-style-type: none"> <li>All floor area including the sides and tiles should be clean and no sticky material of any kind</li> <li>Proper mopping of floors</li> <li>Cleaned dustbins</li> <li>No dust layer or sticky material on the surfaces of:               <ol style="list-style-type: none"> <li>All steel structures and panels to include railing, sitting bench, steel frames, display panels, sign boards etc.</li> <li>All electrical panels, light glasses, light posts and fixed lights.</li> </ol> </li> <li>No litter, twigs, foliage, dry leaves, plastic bottles, polythene, paper, dung, shits, dead animals and any other obstruction on the platform or in any of the lane.</li> </ol>

Cleaning area/ component	Cleaning tasks	Inspection check list/ standards
<u>Daily Cleaning schedule – Day shift</u> <ul style="list-style-type: none"> <li>Emergency cleaning in case of any accident or water stagnation or storms or major obstructions etc</li> </ul>		
<u>BQS Area</u>	<ol style="list-style-type: none"> <li>Clean all types of litters</li> <li>Dusting of all sign boards, panels and railings and other fixtures</li> <li>Removal of any material causing obstruction</li> </ol>	<ol style="list-style-type: none"> <li>No litter of any kind in BQS area to include BQS extension and approach footpath</li> <li>No dust or sticky material on any of the signboard or fixture</li> <li>No materials on any nature causing obstructions</li> </ol>
<u>Weekly cleaning schedule</u> <ul style="list-style-type: none"> <li>Weekly cleaning to be carried on Saturdays and Sundays during day and night as per the convenience taking full safety precautions</li> <li>Weekly inspection report to be initiated on Monday</li> <li>All cleaning tasks as specified above for the daily cleaning schedule day and night to be carried out</li> <li>In addition the following tasks should be conducted</li> </ul>		
<u>BQS Area</u>	<ol style="list-style-type: none"> <li>Proper washing and scrubbing of BQS shelters floor and other structure</li> <li>Polishing of steel structures and glass panels</li> </ol>	<ol style="list-style-type: none"> <li>Washing is done properly and the floors and structures are clean</li> <li>Proper shining on the surface of steel structure, panels and sign boards</li> </ol>
<u>Monthly cleaning schedule</u> <ul style="list-style-type: none"> <li>Monthly cleaning schedule shall be carried out in the first week end of every month</li> <li>The inspection shall accordingly be conducted on the first Monday morning</li> <li>In the monthly cleaning schedules all the tasks of daily and weekly schedule shall be conducted in much more deliberated form</li> <li>Much higher standard of cleanliness is expected during this inspection</li> <li>The manpower and the equipment deployment shall be increased accordingly</li> </ul>		
<u>Emergency cleaning</u> <ul style="list-style-type: none"> <li>Emergency cleaning shall be conducted as and when required. The following situation wherein such cleaning may require is listed herewith: <ul style="list-style-type: none"> <li>An accident on the BQS</li> <li>Storm or rains</li> <li>Spill over of any materials or liquid.</li> <li>VIP visits.</li> </ul> </li> </ul>		

## 5. Reporting Requirements

### 5.1 Monthly O & M Report

During the Operation Period, within seven (7) days of the end of each calendar month or part thereof, the Concessionaire shall provide to DTIDCL a monthly report (Monthly O&M Report) which shall contain the following minimum information:

- Details of major maintenance undertaken
- Inspections undertaken by the Concessionaire during the month and action taken/ proposed thereafter;

- (iii) O & M inspection compliance report
- (iv) Maintenance activities undertaken during the month ended,
- (v) Details of any Emergency and action taken
- (vi) Throughout the Concession Period the Concessionaire shall keep the Inventory updated to take account of works carried out on and other changes made to the Project Facilities.

**OUTPUT BASED O&M PERFORMANCE MEASUREMENT AND PENALTIES**

**SCHEDULE 4**

1. Output based O&M performance measurement and penalties shall be calculated in terms of details setout below :

  - a. O& M Performance Measurement shall be evaluated on quarterly basis.
  - b. Random sample of 10% shall be use estimate the O&M performance.
  - c. Each BQS that is checked shall be assigned **Yes or No** based on service output observed during the sample checks as setout against parameter defiend in O&M Requiremnt of Schedule 3 Para 3.2.1 and as given in table below :

Sr. No	Parameter	Service Output	Outcome
1	Overall Cleanliness	Without debris and garbage	Yes or No
2	Steel Structures /structures	Not damaged	Yes or No
3	Roof	Not leaking/damaged	Yes or No
4	Floor tiles/pavement blocks	Not Damaged	Yes or No
5	Seating space	Clean, polished and in unbroken condition	Yes or No
6	Information Boards/ Signages	Visible, legible and functional	Yes or No
7	Electricity /lighting facility	Functional	Yes or No

- d. The average score shall be computed for all the BQS checked during the quarter.

**e. Performance Benchmark & Penalty**

Sr. No	Average Score (Number of Yes) (One mark for each "Yes")	Penalty (Rs. Per BQS/Quarter)
1	5 to 7	No Penalty
2	4 to 4.99	Rs. 3,000
3	3 to 3.99	Rs. 6,000
4	2 to 2.99	Rs. 12,000
5	1 to 1.99	Rs. 15,000
6	0 to 0.99	Rs. 21,000

- f. Penalty shall be applied on all BQS in the Zone/Package.
- g. Total Penalty = Penalty per BQS per Quarter X Total No. of BQS in the Zone/Package



*Calculation of Average Score (illustration)*

<i>Sr. No</i>	<i>Parameter</i>	<i>BQS 1</i>	<i>BQS 2</i>	<i>BQS 3</i>	<i>BQS 4</i>	<i>BQS 5</i>
1	Overall Cleanliness	Yes	No	No	No	No
2	Steel Structures /structures	Yes	Yes	Yes	No	No
3	Roof	Yes	Yes	Yes	Yes	Yes
4	Floor tiles/pavement blocks	No	No	No	No	No
5	Seating space	Yes	Yes	Yes	Yes	Yes
6	Information Boards/ Signages	Yes	Yes	No	No	No
7	Electricity /lighting facility	Yes	Yes	Yes	Yes	No
	<b>Total ( No. of Yes)</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>
	<b>Average (No of Yes)</b>	<b><math>=(6+5+4+3+2)/5=20/5 =4</math></b>				
	<b>Total No. of Shelters</b>	<b>50</b>				
	<b>Penalty</b>	<b>Rs. 3000 * 50 = Rs. 1,50,000 (Rs. One Lakh and Fifty Thousand only per quarter)</b>				

**PERFORMANCE SECURITY**

**SCHEDULE 5**

(Proforma of Bank Guarantee)<sup>6</sup>

**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**

Delhi Transport Infrastructure Development Corporation Limited, Government of National Capital Territory of Delhi, represented by Executive Director and having its main office at 2<sup>nd</sup> Floor ISBT Kashmere Gate, hereinafter referred to as “DTIDCL”, 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 DTIDCL and \_\_\_\_\_<sup>7</sup>, 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 marking of advertisement space, operation and maintenance of \_\_\_\_ Bus Queue Shelters (BQSS) on PPP basis in Delhi through a Concession Agreement for a period of **3 months extendable by further 3 months** (hereinafter referred to as “the Project”).
- B. In terms of Clause 5.1 of the Concession Agreement, the Concessionaire is required to furnish to DTIDCL, 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 by the Concessionaire in accordance with the Concession Agreement.

<sup>6</sup> To be issued by a Scheduled Bank in India

<sup>7</sup> 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 DTIDCL sums not exceeding in aggregate Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), within \_\_\_\_\_ calendar days of receipt of a written demand there for from DTIDCL 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 DTIDCL 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, DTIDCL 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 DTIDCL or any indulgence shown by DTIDCL 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 DTIDCL or any indulgence shown by DTIDCL, 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 \_\_\_\_\_<sup>8</sup> unless discharged/ released earlier by DTIDCL 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.

<sup>8</sup> 1 years from the date of signing the Concession Agreement

**FORMAT FOR LETTER OF AUTHORISATION**

**SCHEDULE 6**

*(To be given on DTIDCL letterhead)*

**To Whomsoever It May Concern**

This is to confirm that to pursuant to the Concession Agreement dated \_\_\_\_\_, entered into between the DTIDCL and \_\_\_\_\_ (“the Concessionaire”), the Concessionaire has been authorised to investigate, design, market, advertise space, operate and maintain 431 Bus Queue Shelters (BQSs) in Delhi and for that purpose, to apply for and obtain all approvals, licenses and permits required therein and to avail the utilities such as power, water, telecommunication and any other incidental utilities or services required in connection therewith.

Yours faithfully,

AGM (Works)  
Delhi Transport Infrastructure Development Corporation Limited

## HAND BACK GUARANTEE

## SCHEDULE 7

(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

The Delhi Transport Infrastructure Development Corporation Limited, acting through, The Executive Director having its main office at \_\_\_\_\_, hereinafter referred to as "DTIDCL", 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 DTIDCL and \_\_\_\_\_<sup>9</sup>, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at \_\_\_\_\_ ("the Concessionaire") the Company had been granted the Concession to implement the Project, as defined under the Concession Agreement mentioned hereinabove.
- B. In terms of Clause 18.2 as the case may be, of the Concession Agreement, the Concessionaire is required to furnish to DTIDCL, 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 hand back of the Project Facility.
- C. At the request of the Concessionaire, the Guarantor has agreed to provide guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations under the Concession Agreement relating to hand back of the Project Facility.

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 hand back of the Project Facility.

<sup>9</sup> 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 DTIDCL sums not exceeding in aggregate Rs. \_\_\_\_\_ within \_\_\_\_\_ calendar days of receipt of a written demand there for from DTIDCL stating that the Concessionaire has failed to meet its performance obligations relating to hand back of the Project Facility. 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 DTIDCL 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, DTIDCL 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 DTIDCL or any indulgence shown by DTIDCL 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 DTIDCL or any indulgence shown by DTIDCL, 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 DTIDCL in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
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.