

**SELECTION OF BUS OPERATOR FOR  
PROCUREMENT, OPERATION AND MAINTENANCE OF 350 Nos.  
of AC FULLY BUILT 12m BRT COMPLIANT PURE ELECTRIC  
BUSES AND ALLIED ELECTRICAL & CIVIL INFRASTRUCTURE  
ON GROSS COST CONTRACT BASIS**

**Bus Operator Agreement**

**By and Amongst**

**Pune Mahanagar Parivahan Mahamandal Limited  
PMPML Building  
Shankar Sheth Road, Swargate  
Pune – 411042**

**And**

**M/s. Evey Trans Pvt. Ltd.,  
Unit No.22, 2nd Floor, Technocrat Industrial Estate  
Balanagar, Hyderabad – 500037  
Telangana, India**



**CHIEF ENGINEER (CC)**  
Pune Mahanagar Parivahan Mahamandal Ltd  
08 March 2021

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महाराष्ट्र MAHARASHTRA 21 JAN 2021 2020

BA 956189

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 स्थापना प्रकार..... वस भूमी भेद  
 इसमें मॉडर्न व्यवहार आहैत वा ? होम/नार्स.  
 निष्कर्षीये दर्शन.....  
 मुख्य निष्कर्ष निम्नलिखित है.....  
 प्रमाण पत्र.....  
 हस्ताक्षर.....



सुप्रसन्न श्री. जयदेव  
 प्रमाण क्र. 2209901  
 १५५, गुन्वार पेठ, पुणे-४११००४

**BUS OPERATOR AGREEMENT**

THIS AGREEMENT is entered into on this the 15 day of 01 MARCH 2021 BETWEEN, Pune Mahanagar Parivahan Mahamandal Limited (PMPML) is incorporated under the provisions of the Companies Act 1956/2013, having its registered office at PMPML Building, Shankar Sheth Road, Swargate, Pune - 411042.

(hereinafter referred to as the "Authority", which expression shall include its successors and permitted assigns);

AND

M/s. Evey Trans Pvt. Ltd., a company incorporated under the Companies Act 2013 having its registered office at Unit No.22, 2nd Floor, Technocrat Industrial Estate, Balanagar, Hyderabad - 500037, Telangana, India (here in after referred to as the "Operator", which expression shall include its successors and permitted assigns);



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 Pune Mahanagar Parivahan Mahamandal Ltd



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

**WHEREAS**

- A Pune Mahanagar Parivahan Mahamandal Limited intend to use the Electric buses for augmenting clean and green shared mobility in the Pune Metropolitan Region by deploying them on a Gross Cost Contract (GCC) basis through appointment of an Operator. Towards this endeavour, the Authority sought a Private Operator for Procurement, Operation and Maintenance of 350 Nos of 12m, 900 (+10) MM Floor Height, BRT AC Electric Buses along with Procurement, Operations and Maintenance of Transformers and Chargers including Establishment of associated Electrical and Civil Infrastructure and Its Maintenance with responsibilities better defined in the accompanying clauses in this Agreement and Instruction to Bidders in the RFP document, through an open competitive bidding process in August 2019.
- B After evaluation of the proposals received, Authority accepted the proposal of M/s.Evey Trans Pvt. Ltd. as the successful Proposal and issued its Letter of Acceptance/Award PMPML/CE/4655 dated 28 January 2021 (hereinafter called the "LOA") for Procurement, Operation and Maintenance of 350 Nos of 12m, 900 (+10) MM Floor Height, BRT AC Electric Buses along with Procurement, Operations and Maintenance of Transformers and Chargers including Establishment of associated Electrical and Civil Infrastructure and Its Maintenance , requiring, inter alia, the execution of this Agreement.
- C By its letter dated 28 January 2021 the M/s. Evey Trans Pvt. Ltd. (Operator) has accordingly agreed to enter into this Agreement with Authority for execution of his rights and responsibilities, subject to and on the terms and conditions set forth hereinafter.
- D The Authority and the Operator are hereby entering into this Operator Agreement to implement the Project of Procurement, Operation and Maintenance of 350Nos of 12m , 900 (+10) MM Floor Height BRT AC Electric Buses along with Procurement, Operations and Maintenance of Transformers and Chargers including Establishment of associated Electrical and Civil Infrastructure and Its Maintenance in the Pune Metropolitan Region.

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

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. In the Agreement, unless the context otherwise requires, the following terms and expressions, whenever used, shall have the following meanings hereinafter respectively ascribed to them:
- 1.1.1. "Aggregate Fines" shall have the meaning as ascribed thereto in Clause 31.3 of the Agreement.
- 1.1.2. "Agreement" means this agreement executed between the Authority and the Operator together with its annexure and any further correspondence, notices and conditions, in the RFP or otherwise, that the Parties signatory to this Agreement have expressly agreed to include as part of this Agreement.



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- 1.1.3. "Assured Bus Km" shall have the meaning as ascribed thereto in Clause 25.4 of the Agreement.
- 1.1.4. "Assured Payment Amount" shall have the meaning as ascribed thereto in Clause 25.4 of the Agreement.
- 1.1.5. "Applicable Clearances" means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project, during the subsistence of this Agreement.
- 1.1.6. "Applicable Law" means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement, and applicable to the Project.
- 1.1.7. "Assured Fleet Availability" shall have the meaning as ascribed thereto in Clause 4.2 (j) of the Agreement.
- 1.1.8. "Available Fleet" means the Buses made available by the Operator to Authority for operations to meet the Assured Fleet Availability.
- 1.1.9. "Authority" means Pune Mahanagar Parivahan Mahamandal Limited.
- 1.1.10. "Authority Clearances" means the clearances, which are required to be procured by the Authority in accordance with Applicable Law, and which have been provided in detail in ANNEXURE 6 to this Agreement.
- 1.1.11. "Authority's Event of Default" shall have the meaning as ascribed thereto in the Clause 35 of the Agreement.
- 1.1.12. "BRTS" means Bus Rapid Transit System.
- 1.1.13. "Bus Delivery Schedule" shall have the meaning as ascribed thereto in the Clause 10.1 of the Agreement.
- 1.1.14. "Bus Kilometre" means a kilometre travelled by a Contracted Bus as per this Agreement or as directed by the Authority.
- 1.1.15. "Base Kilometre Charge" or "Kilometre Charge" means the rate of the Kilometre Charge payable by the Authority to the Operator for travel by a Bus up to the Daily Assured Bus Kilometres.
- 1.1.16. "Bus Permit" means the permit for operating the Contracted Buses as required under the Motor Vehicles Act, 1988 or any other Applicable Law from time to time.
- 1.1.17. "Bus Services" means the bus services in the Bus Service Area being implemented by the Authority in one or more phases in accordance with the terms of this Agreement.
- 1.1.18. "Bus Specification/Technical Specifications" shall mean the specifications of the Contracted Buses including but not limited to design, power, GPRS, GPS and PIS and other IT equipment and other details stipulated by the Authority.
- 1.1.19. "Bus Stop" means designated points as determined by the Authority, from time to time and notified to the Operator in writing, and such Bus Stops are where the Buses may stop for a short duration for passengers to embark onto the Bus or disembark from the Bus.
- 1.1.20. "Central Control Centre" means computerised central monitoring unit setup, audited and supervised by the Authority for supervision, monitoring and control of the Bus Service.
- 1.1.21. "Commercial Operations Date"/"COD" - "Commercial Operations Date/COD". The COD shall be the date which is defined in clause 2.j of Volume 1 for each lot of buses from



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Date of LOA or date of deployment of all Contracted Buses duly registered with the RTO Pune/Pimpri Chinchwad, whichever is earlier. The Deployment shall be considered achieved after the completion of Training Period.

- 1.1.22. "Contracted Bus(es)" means one or more of the passenger bus units of the Operator for use by the Authority from time to time for the purposes of operation and maintenance in the Bus Service Area in accordance with the terms of this Agreement, and which shall include but not be limited to including GPRS, GPS and PIS and other IT equipment, and the details of such Buses such as the type, category registration number is provided in detail in ANNEXURE 2 to this Agreement at later stage.
- 1.1.23.(a) 'Consortium' shall mean the group of legally constituted maximum two entities, who have come together and have agreed to or have formed an understanding (in writing) for Procurement, Operation and Maintenance of 350 Nos of 12m, 900 (+10) MM Floor Height, BRT AC Electric Buses along with Procurement, Operations and Maintenance of Transformers and Chargers including Establishment of associated Electrical and Civil Infrastructure and its Maintenance subject to the terms of this Agreement.
- 1.1.23(b) "Contract Period/Agreement Period" shall mean the term as defined in Clause 3.1
- 1.1.23 (c) "Contingency shall mean situations arising out of scope not under the control of the Authority and not scheduled by the Authority such as agitations, processions, fire, flood etc. and which are unpredictable in nature "
- 1.1.24. "Dispute" shall have the meaning ascribed to it in Clause 40.1 of this Agreement.
- 1.1.25. "Encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments.
- 1.1.26. "Execution Date" shall mean and refer to the date of signing of this Agreement.
- 1.1.27. "Fines" shall have the meaning as ascribed thereto in the Agreement.
- 1.1.28. "Fleet" shall refer to the total number of Contracted Buses having achieved COD pursuant to this Agreement.
- 1.1.29. "Operation Plan" means the detailed plan as developed and finalized by the Authority from time to time in accordance with Clause 21.
- 1.1.30. "Global Positioning System (GPS)" means the equipment installed on the bus to monitor its movement on the specified route during the Contract Period.
- 1.1.31. "Government" means the "Government of Maharashtra "or "Government of India (GOI)" as is relevant in the context.
- 1.1.32. "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.
- 1.1.33. "Invoice Amount" shall have the meaning specified in Clause 25.4(a) of this Agreement.
- 1.1.34. "LED Display" shall mean the light emitting diode display installed on the bus which would show the name and number of the designated Route of the respective Contracted Buses and which shall be used for the public information system.



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- 1.1.35. "Letter of Award" or "Letter of Acceptance" means the Letter of Award no.PMPML/CE/4655 dated 28 January 2021 issued by the Authority to the Selected Bidder for Procurement, Operation and Maintenance of 350 Nos of 12m BRT AC Electric Buses along with Procurement, Operations and Maintenance of Transformers and Chargers including Establishment of associated Electrical and Civil Infrastructure and Its Maintenance.
- 1.1.36. "Lot of Contracted Buses" or "Lot" means Existing Lot of Contracted Buses and New Lot of Contracted Buses and details of which have been provided in the Annexure no.2 to this Agreement.
- 1.1.37. "Manufacturer/ Electric Bus Manufacturer" means the bus manufacturer and supplier of the Contracted Buses. Bus Manufacturer shall be part of Operator either as a single party or part of Consortium representing Operator, in the capacity of a lead bidder.
- 1.1.38. "Material Breach" means a breach of the terms and conditions of this Agreement, which has a material adverse effect on any act or event, or on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement, which include but are not limited to an act or event which causes a material financial burden or loss to either Party.
- 1.1.39. "Operation and Maintenance Standards" means the operation and maintenance requirements which are required to be undertaken by the Operator throughout the Contract Period and have been provided at different places in the agreement.
- 1.1.40. "Operations Manager" shall have the meaning ascribed to it in Clause 28.1.9.
- 1.1.41. "Operating Plan" or "Operation Plan" means the detailed Route plan and trip schedule for the Bus Service, which is developed and finalised by the Authority.
- 1.1.42. "Operator" shall have the meaning as ascribed thereto in the array of Parties in the Recitals above.
- 1.1.43. "Operator Clearances" means the clearances which are required to be procured by the Operator in accordance with Applicable Law and which have been provided in detail in Annexure 6 to this Agreement.
- 1.1.44. "Operator's Event of Default" shall have the meaning as ascribed thereto in Clause 34.1 of the Agreement.
- 1.1.45. "Operator's Payment" means payment given to the Operator for providing operating and maintenance services in accordance with Clause 25 of this Agreement.
- 1.1.46. "Passenger Fare" shall have the meaning ascribed to it in Clause 23.1 of this Agreement.
- 1.1.47. "Parking Spaces" shall mean the spaces provided by the Authority for parking, charging and maintenance of Contracted Buses.
- 1.1.48. "Payment Period" shall have the meaning as ascribed thereto in Clause 25 of this Agreement.
- 1.1.49. "Performance Security" shall have the meaning as ascribed thereto in Clause 6.1 of this Agreement.
- 1.1.50. "Project" means the Procurement, Operation and Maintenance of 350 Nos of 12m, 900 (+10) MM Floor Height, BRT AC Electric Buses along with Procurement, Operations and Maintenance of Transformers and Chargers including Establishment of associated Electrical and Civil Infrastructure and Its Maintenance service being provided by the Operator for Authority in accordance with the terms of this Agreement.
- 1.1.51. "PMC" means Pune Municipal Corporation.



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- 1.1.52. "PCMC" means Pimpri Chinchwad Municipal Corporation.
- 1.1.53. "RTO" means the Regional Transport Office of Pune
- 1.1.54. "Remedial Period" shall have the meaning specified in Clause 36.1 and 36.2 of this Agreement.
- 1.1.55. "Routes" means the routes within the Pune Metropolitan Region determined exclusively and notified by the Authority from time to time, and the Contracted Buses under this Agreement shall operate only on such Routes.
- 1.1.56. "Selected Bidder" means the Bidder to whom the Authority issues the Letter of Award for undertaking the Project.
- 1.1.57. "Third Party" means any Organisation / person other than the Authority and the Operator
- 1.1.58. "Training Period" shall have the meaning as ascribed thereto in Clause 18.4 of this Agreement.
- 1.1.59. "Validity Period" means the period for which the Performance Security has to be maintained in accordance with Clause 6 of this Agreement.
- 1.1.60. "Vandalism" shall have meaning specified in Clause 30 of this Agreement.
- 1.1.61. "Vehicle Tracking System" is the satellite and or other communication system or any other procedure or device which allows locate/track the position of the vehicles at all/any times.

## 1.2. Interpretation

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

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

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





- a) This Agreement along with all Annexure hereto.
- b) Request for Proposal (RFP) in its entirety including all its Volumes, Sections, Annexure, Corrigendum and Addendums thereto.
- c) Letter of Acceptance/ Letter of Award (LOA) no. PMPML/CE/4855 issued to the Operator on 28 January 2021.
- d) Any relevant correspondence between the two Parties that the signatories have agreed to include as a part of the Agreement for validating and clarifying any points in the contract or by way of revised or improved understanding of any terms of the Agreement as appended herein.

## 2. APPOINTMENT OF THE OPERATOR, SUBSIDY AND CONSORTIUM CONDITIONS

### 2.1. Appointment of the Operator

Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a non-exclusive and non-transferable basis, the Operator, and the Operator hereby accepts its appointment to Procure/Supply, Operate and Maintain 350 Nos of 12m, 900 (+10) MM Floor Height, BRT AC Electric Buses and Procure, Operate and Maintain Transformers and Chargers and Establish & Maintain associated Electrical and Civil Infrastructure. The Electric Buses shall be as per Technical Specification given in Volume 3. The Operator shall maintain Daily Assured Fleet Availability, within the Bus Service Area in accordance with the terms of this Agreement and subject to the Applicable Laws and Applicable Clearances. Electricity charging cost of buses will be borne by PMPML as per the terms mentioned in this document. Payment liability of PMPML shall be limited to consumption less than 1.4 KWh per km for 12m Electric AC Buses. Charges for additional energy consumption above these limits shall have to be borne by the Operator(s).

### 2.2. Undertaking

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

### 2.3. Subsidy

The subsidy received by the Authority to the tune of INR 50 lakhs per bus, shall be passed on when received as detailed under Section 2 Key Terms clause (a) in Volume 1 of the RFP to the Operator subject to submission of relevant Bank Guarantee as per the enclosed format in Annexures of Volume 1 of the RFP. These Bank Guarantee/s will be valid for the entire contract period and an additional period of 180 days. The Operator should extend the validity period of the Bank Guarantee on the instructions of the Authority failing which the Authority will have the right to invoke the Bank Guarantee. The Authority will have the right to revoke these Bank Guarantee(s), in the event of termination of Contract.

- a) Pune Municipal Corporation (PMC), Pimpri Chinchwad Municipal Corporation (PCMC) and Pune Smart City Development Corporation Limited (PSCDCL) will provide subsidy of INR 50 lakhs per bus. PMPML intends to transfer this subsidy for procurement of buses by Operator



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as per the schedule given below. The Operator has to bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the Operator. The Operator shall have the sole ownership of the Electric buses. The Operator shall agree to submit the Bank Guarantees of amount equal to the subsidy transferred to the Operator as per the format enclosed in the Annexure. The subsidy by PMPML shall be transferred to the Operator in the following manner:

- 100% payment will be made 30 days prior to the commencement of delivery of buses in minimum lot of 25 buses.
- Amount to be Recovered for Incomplete Tenure

If during the period the contract remains in force the Chairman & Managing Director has reasons to be dissatisfied with the execution of contract and/or the performance of the Operator, the Chairman & Managing Director or the officer appointed by the Chairman & Managing Director may by notice in writing call upon the Operator to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Operator fails for a period of 15 days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Chairman & Managing Director, then the Chairman & Managing Director or the Officer appointed by him shall serve a further 7 days' notice to the Operator in writing and on failure of the Operator to follow the orders in said notice and notwithstanding anything contained in the agreement to the contrary, the Chairman & Managing Director shall have a right to terminate the contract by giving the Operator a final 48 hours' notice in writing and the contract shall on expiry of the said notice period stand terminated without prejudice to the right of the Chairman & Managing Director to forfeit the Security Deposit-cum-Performance Guarantee provided for the contract. Chairman & Managing Director also, for any other genuine/bonafide reasons, in the interest of the Authority, may terminate the contract and may forfeit the Security Deposit.

If on the other hand, if the Operator desires to terminate the contract for any reason whatsoever, the Operator shall give a written notice of not less than 3 calendar months to the Chairman & Managing Director, or the officer appointed by him/her in this behalf, of his/her intention to terminate the contract.

During the above notice period, the Operator shall continue to run the buses on the same terms and conditions without any default whatsoever. In this event, the Chairman & Managing Director shall have a right to forfeit 50% of the security deposit. In case, no notice as above is given by the Operator or he fails to operate buses during the notice period, the Chairman & Managing Director shall have a right to forfeit the entire Security Deposit-cum-Performance Guarantee.

In addition to the above, after the termination of contract, the amount as indicated below + 10% Administrative charges will be recovered from the Bank Guarantee submitted by the Operator against the subsidy amount released before returning the balance amount and the Operator will be allowed to remove his entire fleet from the Depot premises except Charging infrastructure installed in the PMPML premises.

Thus the recovery will be as follows:



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((Amount of subsidy transferred by the PMPML×No.of months balance to complete the contract))/120

Additional 10% of this amount will also be deducted towards Administrative charges.

## 2.4. Consortium Conditions

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

- a) Each member of the Consortium shall be jointly and severally liable for due implementation of the Project as per the scope and discharge of all obligations resulting from the Agreement.
- b) Operator shall submit a Consortium Agreement (the contract between the consortium members) comprising the terms specified hereunder, along with the submission of RFP Document OR within 20 days from LOA to Authority for its review which shall become part of this Agreement.
  - (i) A Bidding Consortium is required to nominate a Lead Member as per provision of Volume 1 of RFP. The Lead Member shall be authorized to sign the Contract on behalf of the Consortium and do all deeds and acts on behalf of the Consortium. The nomination should be supported by a Power of Attorney in favour of the Lead Member as per the provision of Volume 1 of RFP.
  - (ii) Include a statement to the effect that all members of the Consortium shall be jointly and severally liable for all obligations of the Operator pursuant to this Agreement during the Contract Period.
  - (iii) The Tenure of the Consortium Agreement shall be coinciding with the Contract Period subject to clause 2.4.2. The Consortium shall continue to be in existence during the period of the contract and that any change will be subject to approval of the Authority and subject to clause 2.5.2.
  - (iv) Clearly outline the proposed roles and responsibilities, if any, of each member. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
  - (v) The Consortium Agreement shall be made available to Authority for legal vetting and open to its suggestions by the Authority. The Authority shall have rights to suggest binding corrections if it finds that such contract does not meet its requirements and interests as per the RFP in letter and spirit.
  - (vi) The Agreement should be on stamp paper of appropriate value, notarized and registered. The signatories must be duly authorized. The Authority shall have the right to suggest role reallocation if it finds that the role and responsibilities allocated to each partner are not commensurate with qualifications and capability of that partner.
  - (vii) Any modification in roles and responsibilities between consortium members



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

- (viii) In the event of non-performance by any particular members of the consortium leading to an Event of Default not leading to Termination, Authority reserves a right to (i) demand a change in the defaulting member, with the process as above (ii) pay any non-defaulting non lead member directly for any obligations and costs pertaining to its role in the execution of the Bus Operator Agreement performed after the date of Event of Default with due advance notice to the Lead Member of the arrangement.
- (ix) Any Dispute arising during the Contract Period between the Consortium Member shall be resolved amicably without adversely impacting Agreement. If in Authority's opinion, Dispute between Consortium members adversely impacting implementation and operation of Authority then Authority may in its sole discretion in the interest of the Project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.

#### 2.5.2. Lock in Period for Consortium

The members of Consortium shall remain in Consortium for a Lock-In Period for the Contract Period.

### 3. TERM OF THE AGREEMENT

- 3.1. The term of this Agreement shall be a contiguous period comprising the (a) The "Bus Procurement Period" beginning on the Execution Date and ending on the Commercial Operations Date (COD) and (b) the "Operations Period" beginning from COD and ending 12 (Twelve) years from the COD ("Contract Period/ Agreement Period") during which period Operator shall operate and maintain the buses and allied civil and electrical infrastructure on Gross Cost Contract basis as directed by Authority..
- 3.2. The COD shall be the date which is defined in clause 2.j of Volume 1 for each lot of buses from Date of LOA or date of deployment of all Contracted Buses duly registered with the RTO Pune/Pimpri Chinchwad, whichever is earlier. The Deployment shall be considered achieved after the completion of Training Period.
- 3.3. In the event of termination, the Contract Period shall be limited to the period commencing from the Execution Date and ending on the date on which this Agreement is terminated in accordance with the provisions contained herein.



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#### 4. SCOPE OF WORK

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

The Operator shall before the deployment of buses undertake and complete the following tasks:

- e) Procure/Supply 350 Nos of 12m BRT AC Electric Buses as per technical specification included in RFP.
- b) Type Approval of Bus Types from Authorised test agencies under CMV Rule 126 such as CIRT;
- c) Prototype approval of Bus Types from Third Party test agency ie., CIRT.
- d) Ensure Bus Body, Chassis, batteries, charging infrastructure and all other Bus components shall be built as per "Good Industry Practices" and as per the specifications provided in Volume 3 of the RFP. The Operator shall not be permitted to make any changes in the Specifications until specifically authorised by the Authority in writing.
- e) Showcase prototype and adhere to the Bus Delivery Schedule specified in clause 10.1 of this Agreement.
- f) Facilitate the Authority or representatives of the Authority or representatives of Third Party test agency ie., Central Institute of Road Transport for inspections and testing with regards to the structure, bus body building and electric battery and related components as per the quality standards as prescribed in the Clause 8 of the agreement.
- g) Incorporate changes/modifications/Alternations suggested in the bus body and / or in the Prototype by the Authority or representatives of the Authority or representatives of Third Party test agency ie., Central Institute of Road Transport during and after inspection and testing and before obtaining the final acceptance certificate from the Authority as per Clause 15 of this agreement.
- h) Deploy buses pursuant to Clause 18 and provide training to the manpower as per clause 18.4 of the agreement.
- i) Provide sufficient and trained drivers (complying MV Rules) per hired bus to ensure continued and uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Law. These bus drivers must possess a valid Heavy Motor Vehicle driving license and Public Service Vehicle (PSV) badge for driving passenger bus. The drivers should have minimum five years of experience of driving passenger bus, age within 21 to 58 years, height 158 cm to 180 cm and weight above 45 kgs. as per the prescribed norms of the Authority. The Operator may appoint Ex-PMPML bus drivers to drive the buses, except the drivers retired or dismissed from the service of the Company. The Operator should provide additional training if required to the drivers as and when directed by the Authority.
- j) Ensure that all drivers, staff and personnel are provided the required training on driving, maintenance, safety, behaviour and hygiene aspects at his own costs;
- k) Procure all Operator Clearances in accordance with Annexure 6 for the purposes of providing Bus Services as per the terms of this Agreement, at his own cost and expenses.
- l) Develop & Establish Charging infrastructure including Development, Supply and Erection of Transformers and all Necessary Electrical systems, sub-systems, accessories and parts as required for charging Infrastructure, Procure and Install Chargers at parking



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- space provided by Authority prior to Procurement of Buses;
- m) Establish necessary Workshop for preventive and routine maintenance of buses, transformers, charging batteries of the Buses and maintenance of Charging Infrastructure for periodic overhaul at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Contracted Buses and Chargers and Electrical & Civil Infrastructure;
  - n) After completion of Contract Period, the entire infrastructure established at depots for charging of Electric Buses such as Transformers, Necessary Electrical systems, sub-systems, accessories and parts and Chargers will become the property of PMPML solely for its further usage by PMPML. The Operator will not have any right on this Infrastructure after completion of Contract Period. Similarly, all the Civil Infrastructure established will also become the property of PMPML solely for its further usage by PMPML and the Operator will not have any right on civil infrastructure.
  - o) The Operator shall be responsible to Maintain the ITMS system in good workable condition throughout the Contract Period.
  - p) The Operator shall be responsible for Renewal of Fitness Certificate of Buses as per MV Act
  - q) The Operator shall be responsible for EPF, ESI and other Mandatory deductions.
  - r) The Parking Space for Charging, Maintenance and Parking of Buses shall be provided by PMPML without any Cost. The Operator shall not use the given space for any commercial use.

#### 4.2. Responsibilities during "Operations Period"

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

- a) Operate the Contracted Buses in compliance with terms contained herein including but not limited to the routes, frequency and schedules as may be specified by the Authority from time to time on the routes prescribed by the Authority in Pune Metropolitan Region ;
- b) Ensure availability of duly licensed drivers with PSV badge, with minimum five years of experience of operating passenger buses, maintenance staff and other personnel through pro-active human resource management for continued and uninterrupted Bus Service in accordance with the terms of this agreement.
- c) Develop a training program for driving, maintenance, charging, safety, behaviour and hygiene aspects; which ensures training to newly recruited drivers, staff and personnel and refresher training to the existing staff already deployed in the operations.
- d) At his own cost and expenses maintain all Operator Clearances in accordance with Annexure 6 for the purposes of providing Bus Services as per the terms of this Agreement;
- e) Maintain the Contracted Electric Buses in Safe, Secure and Good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the agreement.
- f) Ensure that Safety and Security of passengers and any third person on the Contracted Buses is maintained at all times;
- g) Maintain the Transformers and allied Electrical Infrastructure, Chargers and allied Electrical Infrastructure and Civil Infrastructure for these equipment in Safe, Secure and Good operable conditions in accordance with Good Industry Practices and Operation



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- and Maintenance Requirements set forth in the agreement.
- h) Bear all taxes as may be levied under Applicable Law in relation to the Bus Services, save and except those taxes which are the responsibility of the Authority as per the terms of this Agreement and Applicable Law;
  - i) Ensure any equipment installed on the Contracted Buses or within the Bus Depot/ Parking Space including any monitoring device or equipment that is installed by the Authority is not tampered with in any manner; and that the Authority and its authorised personnel, are allowed to inspect the equipment installed on the Contracted Buses and the Parking Space at any time without any notice in this regard;
  - j) Make available to the Authority 350 Nos. of 12m, 900 (+10) MM Floor Height, BRT Compliant Electric AC buses for operations all the time. The Operator is expected to keep spare fleet to meet this requirement. The bidder may refer Annexure 1 regarding Fines/Damages in this regard.
  - k) Adverse operating conditions shall not affect Contractual obligations and parameters of performance under the Agreement. Wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. shall be considered an adequate defence on the part of the Operator for not fulfilling his Contractual obligations as per the Agreement subject to the verification and satisfaction by the Authority
  - l) Ensure that all Applicable labour Laws and any other Laws including but not limited to the Minimum Wages Act, 1948 are complied with in relation to appointment, hire, recruitment, of any personnel (whether on temporary, contractual or permanent basis by the Operator) required in relation to the operation and maintenance of Bus Service;
  - m) Maintain and Upkeep the Parking Space in good condition as per the Parking Space License Agreement.
  - n) Submit regular monthly reports to the Authority as per the format that may be instructed by the Authority from time to time; and
  - o) Carry out all activities necessary for the effective implementation of the provisions of this Agreement.

## 5. AGREEMENT

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

## 6. PERFORMANCE SECURITY

- 6.1. For securing the due and faithful performance of the obligations of the Operator under this Agreement, the Operator, has handed over to the Authority, Performance Security of INR42,00,00,000 (Rupees Forty Two Crores Only) in form of Bank Guarantee ( instrument no 043271121000017 ) drawn on Indian Overseas Bank (Bank) dated 12/02/2021, for a Validity Period of 17/02/2024, lien marked in favour of Pune Mahanagar Parivahan Mahamandal Limited, through a Nationalised or Scheduled Bank, payable/encashable, admissible and extendable at Pune only. ("Performance Security"). However, the said Performance Security in the form of Bank Guarantee (in the format as



*Handwritten signature and date: 12/02/21*



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- specified in Annexure 12 of Volume 1 of the RFP) shall be provided for 3 (three) years and the same shall be renewed for every 3 (three) years within 30 (thirty) days before expiry of the same from time to time failing which PMPML will forfeit the said Performance Security and terminate the Contract.
- 6.2. The Operator shall maintain a valid and binding Performance Security for a period of six months after the expiry of the Contract Period ("Validity Period").
- 6.3. The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- in the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to Damages; and which the Operator has failed to pay in relation thereof; and
  - in relation to Operator's Event of Default in accordance with the terms contained herein.
- 6.4. At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement. The Operator shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which shall be considered as Operator's Event of Default as per clause 34.1.
- 6.5. On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Operator without any interest, provided the Operator is not in default of the terms hereof and there are no outstanding dues of the Authority with the Operator.

## 7. BUS PROCUREMENT

Upon submission of requisite Performance Security and Signing of this Agreement, the Operator shall procure/supply 350 Nos of 12m, 900 (+10) MM Floor Height, BRT AC Electric Buses and Procure/Supply Transformers and Chargers and establish associated Electrical and Civil Infrastructure. The Operator shall obtain adequate insurance as mentioned in the clause pertaining to Insurance in this RFP.

## 8. QUALITY ASSURANCE

### 8.1. Quality of Materials

- The Bus Manufacturer shall procure material which is as per Standards set in India. Wherever, Indian Standards are not available, internationally acceptable Standards may be referred such as ECE, JIS, DIN, ASTM, ISO etc. for quality assurance of material.
- The Bus Manufacturer can use any material out of the lots, which have been approved by an Authorised test agency under CMVR 124 and CMVR 126. A certificate to that effect along with copies of the latest Laboratory Test Report (as per specification of this contract from CIRT, Pune) shall be submitted to Authority at the time of inspection.
- The Bus Manufacturer shall obtain type approval of all safety critical items/ materials from the authorized testing agencies before use. The Bus Manufacturer shall provide a list of such items along with their Certificates to the Authority.
- Cost of all tests, analysis, and patent rights would be borne by the Bidder.
- All the chargers installed shall comply with IEC 61851-1, IEC 61851-21, IEC 61851-22, IEC 61851-23 and IEC 61851-24 or equivalent standard, as applicable. The Operator will have to submit Compliance Certificates to this effect. The chargers shall be capable of



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charging Buses for minimum operation of 200 kms per day per bus with night time charging and opportunity charging between operations and shifts without disturbing PMPML schedules. All the Chargers shall also have provision for recording and storing data for charging units consumed by each of the Electric Bus for every charging activity and time taken for charging by each of the Electric bus for every charging activity. Such recording and storing of data for each of the electric bus shall be uniquely monitored with reference to the registered number of electric bus. The operator shall submit this data to Authority on monthly basis in the format prescribed by the Authority.

## 8.2. Purchase of Material

- i) Material purchase orders of The Bus Manufacturer must be specifying quality, Standards, grade etc. of supplied material. Inspecting official(s) of Authority would carry out random checks and satisfy itself of these details vis-à-vis those specified in the contract.
- ii) In addition, copies of invoices of respective Manufacturers from whom these materials had been purchased, be enclosed and these should also have details of quality & grade etc. Authority shall also satisfy itself of these details as above before permitting usage in the Bus.
- iii) For items/ materials to be used as per BIS/ AIS/ASRTU Standards, the Bus Manufacturer shall show & furnish a copy of Laboratory Test Certificate from approved Laboratories near the location of Bus Bodybuilder in respect of material proposed to be used in the body building of the Bus. 'ISI' or 'E' marked items of concerned country used in manufacturing of bus need no testing.

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

## 9. INSPECTION AND TESTING

- 9.1. Third Party Agency, Central Institute of Road Transport (CIRT) is authorized by the Authority to carry out inspection of Prototype and other buses at following stages before pre-dispatch stage at Bus Operator's premises.
- Structural, Panelling & Fully Built Stage for prototype bus.
  - Remaining buses will be inspected during final stage.
- 9.2. For any Deficiency noted by the Authority and CIRT during any stage of the inspection, the Operator shall initiate immediate remedial actions for the same as advised by the Authority/CIRT.
- 9.3. The Operator shall provide free of charge all facilities at Bus Manufacturer's premises viz. Working space, equipment, tools, labours, gauges, drawings and specifications required for this purpose without extra charge to the inspecting officer/s of CIRT for proper performance of his work on inspecting and testing of work under this Agreement.
- 9.4. The Authority may not conduct any laboratory test if the material procurement certificates are submitted by the Operator at the time of inspection of buses. Notwithstanding with above, if found necessary, the Authority may conduct material test at any stage for prototype or any



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

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

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



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## 10. DELIVERY OF CONTRACTED BUSES

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

Sl. No.	Type of AC Electric Bus	No. of Buses	Prototype Inspection	Delivery of Registered Buses
1	12 m BRT	350	45 days from Date of LOA	<ul style="list-style-type: none"> <li>• within 120 days from Date of LOA               <ul style="list-style-type: none"> <li>o for 100% business – 75 buses</li> </ul> </li> <li>• within 150 days from Date of LOA               <ul style="list-style-type: none"> <li>o for 100% business – 75 buses</li> </ul> </li> <li>• within 180 days from Date of LOA               <ul style="list-style-type: none"> <li>o for 100% business – 100 buses</li> </ul> </li> <li>• within 210 days from Date of LOA               <ul style="list-style-type: none"> <li>o for 100% business – 100 buses</li> </ul> </li> </ul>

10.2. Operator shall deliver duly registered buses at the place/ places as shall be specified by the Authority within Pune Metropolitan Region, not later than the dates/schedule specified in the Agreement.

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

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

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

## 11. INSPECTION OF CONTRACTED BUSES

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

## 12. COST OF INSPECTION

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



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### 13. PROVISIONAL RECEIPT CERTIFICATE

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

### 14. REMOVAL AND REPLACEMENT OF REJECTED BUSES

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

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

### 15. FINAL ACCEPTANCE CERTIFICATE

The Operator shall inform about rectification/ removal of defects/ deficiencies observed during Joint Final Inspection within 07 days from date of inspection. Thereafter, Final Acceptance Certificate shall be issued by Authority. The Operator shall initiate the process of deployment of buses for PMPML operations in accordance with clauses of this agreement.

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

16.1. If the Operator fails to complete the supply of Contracted Buses within the Month wise delivery schedule specified in the clause 10.1 above and if the Operator is not able to cure such default (delay in buses) within the prescribed delivery schedule, the Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages (LD) @ INR10000/- (Rupees Ten Thousand only), per bus per day of delay.

16.2. The amount of pre-estimated liquidated damages to be charged under the contract, in terms of Clause 16 of Contract Conditions shall not exceed INR 15 lakh per Bus.

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

### 17. CONSEQUENCES OF NON-ADHERENCE TO DELIVERY OBLIGATIONS

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

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

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



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## 18. DEPLOYMENT OF CONTRACTED BUSES

- 18.1. Subject to issuance of Final Acceptance Certificate from the Authority, the Operator shall commence Bus Service for each Lot of such accepted Contracted Buses no later than 10 (Ten) days from the date of Final Acceptance Certificate, or any extended period as may be agreed upon the Parties in writing ("Commercial Operations Date for Bus Lot" or "COD for Bus Lot").
- 18.2. In the event the Operator is not able to start operations of particular Lot of Contracted Buses as per above clause for reasons not attributable to the Authority or to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the Operator, the Operator shall pay liquidated damages of INR 10,000 per bus per day comprising of the Lot for every day of delay till COD for that Lot is achieved. Capping of LDs and consequences are as per clauses 16 and 17 of this Agreement.
- 18.3. It is hereby clarified that non-compliance of any bus specifications and design shall not be acceptable as a reason for delayed or non-deployment of the Contracted Buses by the Operator.
- 18.4. The Operator shall deploy entire Staff for operation and maintenance of the Contracted buses and operation and maintenance of chargers and transformers for provision of training for 15 days prior to COD. ("Training Period").
- 18.4.1. During the Training Period, The Operator's staff shall be educated about the intricacies of Bus Operations, BRTS system and Bus Service Area and skill-set required for efficient operations.
- 18.4.2. Cost of Damage to Project Asset or any other third-party property including fatalities, injuries of employee of Authority, Operator or third party due to negligence of the Operator's staff employed for the purpose of the training shall be the liability of Operator.
- 18.4.3. Entire Costs towards above training shall be borne by the Operator.

## 19. OWNERSHIP OF CONTRACTED BUSES

- 19.1. The ownership of the Buses shall remain fully with the Operator. All the Contracted buses shall be registered in the name of the Operator.

### Hypothecation:

The Authority has no objection to hypothecate and assign all buses to any lender by Operator for raising finance to fund these buses subject to that the authority will not guarantee for the loan repayment by operator and will not be responsible for non-payment of loan instalments by Operator. At later stages, if any requirement from lenders / bankers towards any aspect related to incentive / joint ownership etc., the Authority has no objection subject to no financial burden involvement to authority and responsibility relating to the loan repayment.

In such cases, if the buses are not made available to the Authority due to attachment of buses, the Authority reserves the right to encash the Bank Guarantee for Subsidy.

- 19.2. Operator shall mount ITS Equipment on Buses as per the specifications provided in Volume 3 of RFP. Operator shall also ensure to supply equipment compatible with existing ITS System of Authority so as to enable smooth integration. Operator shall be responsible for regular maintenance of ITS equipment installed by it during the Contract Period. Operator and





Authority hereby agree to share interfacing protocols and Active Programming Interface with each other for smooth integration of ITS equipment provided by Operator with Authority's ITS System. The Operator shall return all CCTV cameras, or any other equipment installed by Authority in working condition to the Authority after successful completion of agreement period.

## 20. HANDOVER OF PARKING SPACE AND BUS DEPOT

- 20.1. For the purposes of maintenance, charging and cleaning and parking of Contracted Buses, the Authority shall provide a Parking Space to park the Contracted Buses for short duration and carry out maintenance and charging activities in accordance with the terms contained herein. It is hereby clarified that the Operator shall only have a limited right to use the Bus Depot/ Parking space subject to the terms contained herein. The Operator shall enter in a separate Parking Space License agreement as per the enclosed format with the Authority at time of handover of such depot or Parking Space. PMPML shall handover empty land at four locations to Operator for development of depots for undertaking maintenance, charging and cleaning of the Contracted Buses during the Contract Period. As mentioned in the Bidding Documents, Operator is required to construct, develop and implement necessary civil and electrical infrastructure at each of the aforementioned locations. 210 (two hundred and ten) Contracted Buses shall be stationed at the PMPML Depot located within Pune Municipal Corporation Limits and 140 (one hundred and forty) Contracted Buses shall be stationed at the PMPML Depot located within Pimpri-Chinchwad Municipal Corporation Limits.
- 20.2. The Operator shall at his own cost and expenses bring any such moveable equipment and/or machinery and charging infrastructure and appoint skilled personnel and supervisor for regular upkeep, maintenance, cleaning and safekeeping of the Contracted Buses in accordance with the terms contained herein.
- 20.3. It is hereby clarified that the ownership of the Parking Spaces shall remain vested solely with the Authority at all times. The Operator shall only be provided the limited right to use the Bus Depot/ Parking Spaces during the Contract Period, and on Termination, the Operator shall vacate and hand back such Bus Depot/ Parking Spaces as per the terms contained herein. Upon termination, the Operator shall not remove any permanent structure created by him to fulfil the obligations as per the terms of this Agreement. After completion of Contract Period, the entire infrastructure established at various depots for charging of Electric Buses such as Transformers, Necessary Electrical systems, sub-systems, accessories and parts and Chargers will become suo moto property of PMPML solely for its further usage by PMPML. The Operator will not have any right on this Infrastructure after completion of Contract Period. Similarly, all the Civil Infrastructure established will also become the property of PMPML solely for its further usage by PMPML and the Operator will not have any right on civil infrastructure.
- 20.4. The Operator shall not have any right to display advertisement in the Bus Depot/Parking Spaces or any part thereof.
- 20.5. The Operator shall:
- at his own cost and expense maintain the area of the Bus Depot/ Parking Space provided to it under the terms of the license agreement and the terms contained herein in good working condition;
  - not cause any damage in the area of the Bus Depot/Parking Space provided to it under the terms of the license agreement and the terms contained herein or do any act which will in any way be prejudicial to the rights of Authority or other users/occupants of the same.





- c. only be responsible to maintain the area of the Bus Depot/Parking Spaces which has been specifically allocated and handed over to him by the Authority under the relevant license agreement.
- 20.6. Authority will make 11/22/33 KV HT power line available at Parking Space. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution. The Operator shall also be liable to pay bills for utilities such as electricity, water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator.
- 20.7. Electricity charges for charging of Buses shall be borne by PMPML subject to the following conditions:  
Electricity charges for charging of Buses shall be borne by PMPML subject to the following conditions:
- i) Maximum consumption of less than 1.4 KWh per km for 12m AC Electric Buses
  - ii) Charges for additional energy consumption above these limits shall have to be borne by the Operator.
  - iii) Electricity charges for office and maintenance activities of the Operator shall be borne by the Operator. Two separate electric meters at each of the four depots namely Baner, Wagholi, Charholi and Moshi shall be provided and maintained by the Operator for the purpose. PMPML will distribute approximately 60% of buses to Baner, Wagholi and remaining buses to Moshi & Charholi depots.
  - iv) The Authority reserves the right to change the depots subject to availability.
- 20.8. Operator should provide the best solution in terms of bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of Authority.
- 20.9. The Operator shall also be liable to pay bills for utilities such as water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator. Operator shall establish and maintain necessary infrastructure for these requirements.
- 20.10. It shall be the obligation of the Operator to whom a Bus Depot/Parking Space is allotted to allow buses of other Bus Operators for BRTS/other Urban Bus services of Authority to park and share the facilities developed at the Bus Depot by the Operator. It is likely that Authority may ask multiple Operators to share Depot/Parking Space Facilities to optimize Bus Schedules. In such case different Operators may decide the terms if any between them which are most suitable in their opinion.

## 21. OPERATION PLAN

- 21.1. The Authority shall develop a plan which shall contain details including but not limited to number of Contracted Buses, details of the Assured Fleet Availability, Operating Plan, Routes, frequency, stoppage plan and table of schedule providing bus headways based on peak and off-peak hour requirements ("Operation Plan").
- 21.2. The Authority may develop the Operation Plan in consultation with the Operator provided however, the suggestions made by the Operator shall not be binding on the Authority.
- 21.3. The Authority reserves the right at its own sole discretion to make changes to the Operation Plan from time to time and shall notify the same to the Operator.



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## 22. ROUTES AND SCHEDULES

- 22.1. The Routes of operation of Electric Buses shall be within the Pune Metropolitan Region determined exclusively and notified by the Authority from time to time, however the Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the Contracted Buses as a part of the Fleet Deployment Plan throughout the Contract Period.
- 22.2. The Operator shall ensure that the Contracted Buses are operated on the said Routes, frequency and schedules and other requirements as specified in the Fleet Deployment Plan and as specified by the Authority from time to time in accordance with the operation and maintenance standards specified herein.
- 22.3. The Authority may at any time make changes to the Routes, frequency, schedules of Contracted Buses due to any reason whatsoever including but not limited to special circumstances, festivals, and seasonal requirements.
- 22.4. The Authority will deploy the proposed 350 Nos of electric buses being procured at the depots as mentioned in Volume 1 / 2 of the RFP.
- 22.5. In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Fleet Deployment Plan or specific instructions notified by the Authority in relation thereof, it shall be liable for the penalty set forth in this Agreement.

## 23. FARE AND FARE COLLECTION

### 23.1. Passenger Fare Determination

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

### 23.2. Passenger Fare Collection

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

## 24. ADVERTISEMENT ON THE BUSES

- 24.1. The Operator shall have rights to display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from advertisement.
- 24.2. The Operator shall be responsible for security and cleanliness of advertisement material and equipment.
- 24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.





24.4 Advertisement rights shall be limited for the following spaces in the contracted buses:

a) Interior

- LED Displays near back door and behind driver seat
- Advertisement panel on the back of passenger seats
- Advertisement panel on the Standee passenger hand hold

b) Exterior

- Side Panels
- Back Panel

24.5 The dimensions and colour schemes of the advertisement panels shall be finalised in consultation with the Authority.

24.6 The Advertisement should not be anti-social, vulgar, unlawful and should require permission of Authority. The Authority shall have the right to regulate the Advertisement. The Operator shall not display any Advertisement that is on the negative content as detailed below, irrespective of the time of the day and scale of the advertisement. Such negative content list is mentioned below:

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

## 25. PAYMENTS TO THE OPERATOR FOR KILOMETER CHARGE

### 25.1 Calculation of Kilometers of Buses

- (i) The Authority shall pay hire charges for the actual effective kilometres at the rate determined through the tender process.
- (ii) Distance operated for making payment will be reckoned from the appointed terminus for plying vehicles as per the kilometers of the trip distance as per time table.
- (iii) Distance travelled by the Contracted Bus from the Bus Depot/Parking Space to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot/Parking Space at the end of the day's service shall not be considered.



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- (iv) Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements, shall be considered.
- (v) The Operator shall make available the bus for minimum 16 hours a day. In case a bus is not made available for minimum 16 hours a day, it will not be counted as a day for the purpose of reckoning the number of days operated in a month.
- (vi) In case of cancellation of kilometers trips for any reason payment shall be made for actual km operated.
- (vii) Bus Kilometres shall not constitute the following:
  - a) Any kilometres travelled by the Contracted Bus to a maintenance facility set up by the Operator at the Bus Depot/Parking Space provided for by Authority or for any travel not authorized by Authority.
  - b) Distance travelled by a Contracted Bus for charging facility set up by the Operator at the Bus Depot/Parking Space provided for by Authority.
  - c) Kilometers from the point of the breakdown to the destination point in case of breakdown wherein Authority can divert the passengers to any other hired bus of PMPML.
  - d) Increase in route kilometer due to enforcement of law and order shall not be reckoned for hire charges where Authority has not changed its fare structure.
- (viii) Operator is free to keep spare electric buses for smooth running of contracted Electric Buses. The Operator shall at all times during the contract period utilize 100% of the buses each & every day. If it fails to provide, additional penalty will be charged as per mentioned in Annexure 1 for Deficiency and Incident Wise Damages/ Fines of the agreement.
- (ix) In case of an accident where the bus is detained by police authorities or impounding of vehicle by any other statutory authority, penalty will be imposed for the period for which the vehicle is detained or impounded by the authorities.

## 25.2 Payment of Bills

The Authority shall compute and provide payment to the Operator, for every Payment Period, from when the first of the Contracted Buses commences service. The data of total number of kilometres that the Contracted Buses have travelled for the aforesaid period will be collected from all Depot Managers at Traffic Manager Level. Such calculation shall be made using actual survey manually with the supervision of the Authority staff /Global Positioning System (GPS). The payments to the Operator shall be made by the Authority through the Escrow Account as detailed in sub-clause 25.4.(f).

## 25.3. Basis for Payments

- (i) The bidder shall quote his rate per kilometre charge in "INR per km." for operation of buses to be given to PMPML "On hire" as per the terms and conditions specified in the contract. The charges quoted will be effective for the contractual period from the date of operation under the contract with the provision for revision in the Hiring Charges to cover the upward price escalation annually from 3<sup>rd</sup> year of contract.
- (ii) The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3<sup>rd</sup> year of the date of COD throughout the Contractual Period to accommodate price escalation on account of cost of maintenance,





material and manpower. However, for the first two years, there will be no revision for Hiring Charges:

- (ii) The clause stands cancelled. No price revision shall be applicable for revision in electricity tariff.

#### 25.4. Payment Terms

##### a) Invoicing Period

Fortnightly Bills for the payment of hire charges as per provision laid in 25.1 above shall be prepared by the Operator and submitted with receipt along with certificate of authorized official of the Authority on every 20<sup>th</sup> day of current month for the First Fortnight and bill for second fortnight can be submitted on every 5<sup>th</sup> day of succeeding month. The Operator shall submit an invoice specifying:

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

##### b) Payment Period

The Authority shall, within a period of 15 (Fifteen) days of the receipt of invoice, will check PMPML Internal record and make payment of the total invoiced amount. However, the Authority will not be liable to pay interest on delayed payments. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.

All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law.

##### c) Method for Calculation of Payment

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

Payment = Applicable Kilometre Charge for Contracted Bus x Operated KM

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

- Any Fines levied shall be adjusted from the Payment subject to provisions of this Agreement.
- Any applicable surcharge or cess on payment for services rendered by the Operator, if any, shall be levied and billed over and above the payment amount based on the number of operated kilometres in the given period multiplied by the Applicable Kilometre Charge. The Authority is liable to pay this additional amount on the Invoice Amount.



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- The GST as applicable shall be payable by the Authority

**d) Guarantee to operate particular number of kilometres**

The Authority hereby assures the Operator that the Operating Plan will be formulated so as to ensure that the Bus Kilometres travelled by each of the Contracted Buses, in daily basis is 200 Kms.

**e) Assured Payment after Reconciliation**

**i) Payment for Unutilised Kilometres**

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

Assured Payment Amount for Unutilised Kms =  $0.50 \times (T_m - T_a) \times \text{Applicable Kilometre Charge}$

where

$T_m$  = Assured Bus Kilometres

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

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

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

**ii) Payment for Excess Kilometres**

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

Assured Payment Amount for Excess Kms =  $0.50 \times (T_a - T_m) \times \text{Applicable Kilometre Charge}$

where

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

$T_m$  = Assured Bus Kilometres

- The Authority shall provide the Operator with a notice of the calculation with the supporting data (the kilometres travelled by each of the Contracted Buses comprising the Available Fleet).



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- iv) The Authority shall have right to compute on its own and verify the Assured Kilometres. The Authority shall compute and provide to the Operator, every quarter from the COD for the respective lot of buses, the total number of Kilometres that the Available Fleet has travelled for the aforesaid period. Such calculation shall be made manually or using GPS.
  - v) With respect to sub clauses (iii) and (iv) herein above, the provision of clause 25.4 e shall be also used to determine Assured kilometres.
  - vi) Any dispute regarding kilometers operated/payments received shall be taken up with the Depot Manager of respective depot within one month from date of receipt of payment. Claims raised after one month shall be treated as null and void. The disputes shall be heard and settled by Traffic Manager.
  - vii) Income tax at source would be deducted from the payment made to the Operator as per rules in force from time to time.
- f) **ESCROW Account**
- i) The PMPML Undertaking shall within 30 days from the Execution Date, open and establish an account (the "ESCROW Account") with a nationalized bank (the "ESCROW Bank").
  - ii) For the purpose of opening and operating an ESCROW Account, the PMPML Undertaking shall enter into an Agreement with the Operator and the ESCROW Bank ("the ESCROW Agreement") in accordance with the format provided in Annexure-8 to this Agreement. The ESCROW Agreement shall remain in full force and effect until the ESCROW Account is not discharged in accordance with the terms contained thereof.
  - iii) PMPML Undertaking shall maintain atleast amount equivalent to 1(One) Month payment as per minimum assured Kilometers in the Escrow Account.
  - iv) The ESCROW Account shall only be operated by the PMPML Undertaking.
  - v) Notwithstanding anything to the contrary contained in the ESCROW Agreement upon Termination of this Agreement, all amounts standing to the credit of the ESCROW Account shall be appropriated by the PMPML Undertaking.

#### 25.5. Limitations to Liability of Authority for Operations and Maintenance

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

#### 25.6. Liabilities arising from negligent driving and accidents

- a) Any damages arising due to negligent driving, malfunctioning of bus or accidents of the Contracted Buses on the street and within the Authority premises shall be the liability of the Operator.
- b) The Operator shall be responsible for all claims that may arise due to statutory violations and negligence etc. arising out of the operation of its bus on road and within the Authority premises, like claims and damages due to accidents, providing relief and emergency medical care to persons or property of fatal or injury or any loss/damage to any property, etc. payable under the provisions of M.V. Act/Rules or any other Acts. The Authority under no circumstances shall be made liable or responsible to pay any compensation that may be imposed by the Statutory Authorities, in respect of accidents and injuries involved.





- c) It shall be the responsibility of the Operator to make arrangements on behalf of the Authority for proper prosecution of proceedings before the Motor Accident Claim Tribunal (MACT), Regional Transport Authority (RTA), State Transport Authority (STA), Hon'ble High Court, Hon'ble Supreme Court, etc. in respect of the claims as stated herein at its own cost and consequences.
- d) In case of accident, Operator himself shall make arrangement to bail out his employee (driver) from police custody following the applicable law and also to deal with further litigations arising out of the said accident, as per the applicable law.

## 25.7. FINES AND COMPENSATION

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

## 26. TAXES AND STATUTORY LEVIES

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

Sr. No.	Permission/ Clearance	Party responsible
1	Vehicle Registration	Operator
2	Insurance for Electric Buses, Electrical & Civil Infrastructure and other Authority owned assets like Depot	Operator
3	Motor Vehicle tax	Operator
4	Fitness Certificate Renewal	Operator
5	Stage Carriage Permit	Authority
6	No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable	Authority
7	Fare Notification	Authority
8	Pollution Under Control Certification	Operator
9	Road worthiness Certificate / Fitness Certificate for Electric Buses	Operator
10	Passenger Tax	Authority
11	GST	Authority (As applicable)
12	Stamp duty on agreement	Operator
13	All other applicable taxes other than mentioned above	Operator



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## 27. OPERATION AND MAINTENANCE STANDARDS

- 27.1. The Operator shall observe the minimum service standards for operations and maintenance of Contracted Buses as provided in the Agreement.
- 27.2. The Operator shall operate and maintain the Contracted Buses in accordance with the Fleet Deployment Plan and shall at all times ensure that the frequency is maintained as specified under the Fleet Deployment Plan or as per the instructions of the Authority from time to time.
- 27.3. The Operator shall ensure that the following activities are undertaken as part of the maintenance activity of the Contracted Buses without causing any disruption to the frequency or the availability of the Contracted Buses in accordance with the terms contained herein:
- Charging of Bus Batteries.
  - Checking and maintaining Transformers including Annual Inspection from Competent Authority like MSEDCL, Electrical Inspector and payment of their respective licence fees. Checking and Maintenance of Chargers and Charging Infrastructure.
  - Checking and topping of oils
  - Checking of tyres
  - Cleaning, sweeping and washing of buses including soap washing every week.
  - Attending to defects reported by drivers
  - Repairing/ Replacing any damaged, non-functional parts, systems and sub systems of electric buses, transformer, chargers and electrical and civil infrastructure of the same specification.
- 27.4. In addition to the Operator Clearances, the Operator shall ensure that he procures and maintains a valid certificate of fitness, as per the statutory rules and a pollution control certificate if applicable from the relevant authorities for all the Contracted Buses from time to time.
- 27.5. The operator shall make its own security arrangement by appointing and deploying security personnel at parking and charging space. In the event the Operator fails to maintain the security of the Contracted Buses and there is any theft or damage of bus component / spare parts / hardware / software / instrument /bus batteries, then the Operator shall reinstall/ re-instate such bus component/ spare parts/ hardware/ software/ instrument/ bus batteries of the same or equivalent quality and specification after giving prior written notice to the Authority and after obtaining consent of the Authority.
- 27.6. The Authority or representative of the Authority shall monitor the replacement or reinstallation done by the Operator and shall determine whether the replaced or reinstalled bus component/spare parts/batteries/hardware/software/instrument is the same or equivalent quality as originally provided or installed in the Contracted Bus. In the event that the Authority or representative of the Authority determines that the replaced or re-installed bus component/ spare parts/ batteries/ hardware/software/instrument is of an inferior quality then the Authority shall consider this an Operator's Event of Default.
- 27.7. In the event of such breach in security, the Operator shall extend all co-operation to the Authority including but not limited to filing complain to the police and undertake any other investigation as directed by Authority.
- 27.8. Operator shall replace batteries/ replenish charging infrastructure at its own cost if need so arise to comply with Assured Availability during the Contract Period.



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

### 28.1. Obligations of the Operator

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

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

#### 28.1.2. Operation and Maintenance of Contracted Buses:

- a) Operate and maintain the Contracted Buses in accordance with Specifications, maintenance manual and other information provided in this Agreement.
- b) Use the Contracted Buses only for the purpose of providing Bus Services in accordance with this Agreement and shall not use the Contracted Buses for any other purposes;
- c) Allow access to the Contracted Buses to all members of the public without any prejudice or discrimination;
- d) Ensure that all recruited drivers shall hold commercial heavy-duty vehicle license with minimum experience of 5 years of operating passenger buses with PSV badge. Licenses of drivers shall be submitted to Authority for verification before deployment. In addition, before deployment of any driver/s, the Operator shall arrange to verify, through appropriate tests, the knowledge, skills and expertise of the proposed drivers and obtain an acceptance certificate from Authority for deployment of each driver. When on duty, the driver shall always carry this certificate. No driver without the said certificate shall ever be deployed on the Buses provided for the Bus operation of the Authority. Further, if any driver is found to be wanting in the requisite skills, knowledge, and responsibility, Authority reserves the right to ask for replacement of such a driver by a duly qualified driver and the Operator shall forthwith comply with this requirement immediately.
- e) Make drivers and technicians undergo orientation / familiarisation training programme at Pune. Operator would also arrange for space, the training bus, etc for said training programme at his cost.
- f) The training program shall be organised by the Operator on periodic basis as an ongoing activity of providing primary training to newly recruited drivers and technicians as well as upgradation training to existing manpower.
- g) Ensure the highest standards of cleanliness both inside and outside the Contracted Bus at the time of reporting for the first shift of operations of the bus service of the day;
- h) Ensure safety and security of the passengers, personnel and any third party using the Contracted Buses. The Authority may impose penalties/damages for breach of safety, maintenance and operating requirements;
- i) Ensure safety and security of the Contracted Buses against theft or other forms of damage;
- j) Submit invoices in a timely manner in accordance with the terms contained herein;
- k) Maintain working capital equivalent to at least 2 (TWO) month's Operator Payment payable by Authority;



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- l) Pay all amount due and payable including but not limited to damages and/or fines to the Authority as per terms of Agreement without any delays;
- m) Ensure that the Contracted Buses stop to pick up and allow the passenger to get off at the nominated bus stations;
- n) Provide and maintain (and keep up to date) first aid box in each Contracted Bus during Contract Period;
- o) Keep available any and all equipment, spare batteries, charging infrastructure, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Fleet at all times and places during the Contract Period;
- p) Make adequate arrangement for Maintenance of Buses overhauling of bus aggregates, repair and replacement of tyres, repair of bus bodies, repair of accidental buses, repair of charging infrastructure and bus batteries etc to the satisfaction of the Authority.
- q) Make adequate arrangement either in-house or outsourced for attending to road calls on-line, towing of failed vehicles if required, clearance of bus ways, etc in least possible time.
- r) Shall not tamper or interfere with any equipment, instrument or system installed by Authority including the GPS tracking facilities and any other IT and Contracted Bus monitoring devices provided in the Contracted Buses to enable provision of safer Bus Services to the passengers.
- s) Shall ensure the air conditioners provided in the Contracted Buses are operated and maintained in good working condition as per the design capacity, failing which the Authority shall have the right to impose fines in relation thereof.
- t) All provisions of this document would be applicable, *mutatis mutandis*, for providing buses for operation during night shift if so required and or full complement of buses required on festival days / special occasions etc as decided by Authority.
- u) Ensure at its own cost and expense and keep available at all times, any and all equipment, charging infrastructure, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Bus Service and the implementation of this Agreement. It is clarified that all the costs, including costs relating to the equipment, material and consumables shall be solely borne by the Operator.
- v) Submit the copy of the Employee State Insurance and Provident Fund challans to the Authority every month; and
- w) Agree to comply with all Applicable Laws including labor and local laws, pertaining to the employment of labor, staff and personnel engaged by it for implementing the Project, that are now or may in the future become applicable to Operator's management, operation and maintenance of the Project, and personnel/ drivers, engaged in such operations covered by this Agreement or accruing out of the performance of Bus Services and operations contemplated hereunder. The Operator shall be solely responsible and liable for compliance with all Applicable Laws, including labor and local laws, pertaining to the employment of labor, staff and personnel engaged by it for implementing the Project.



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**28.1.3. Co-operation with the Authority**

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

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

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



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The inspection procedures for the frequency and type of the inspection for each technical condition criteria as specified therein for

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

#### 28.1.5. Record and Reporting Requirements

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

#### 28.1.6. Inspection

Make available Contracted Buses to the Authority or its authorised personnel for inspection as and when required/instructed by Authority for assessment of compliance with maintenance and roadworthiness.

Upon such inspections any suggestions/instruction received from the Authority with regards to corrective actions, maintenance requirement, part replacement requirement, shall be implemented by the Operator at its own cost within [15 (fifteen)] days or a reasonable time period as specified by the Authority. In case of non-rectification/non action of such instruction within stipulated time period, the Authority may replace or rectify such defect at its own cost and such expenses borne by the Authority shall be reimbursed by the Operator on an immediate basis.

It is hereby clarified that the Authority at its sole discretion, if it determines that such events are occurring on regular basis or are causing undue interference with the Bus Services, may: (i) impose fines and/or damages in accordance with the terms contained herein; and/or (ii) terminate this Agreement.

#### 28.1.7. Repair and Replacement

Subject to obtaining prior written permission of the Authority and any instructions/specifications issued by the Authority, the Operator may if need so arises, replace or install any equipment or accessory for beyond the specifications inside or on the outside of the Contracted Buses. In the event the Operator replaces or installs any



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equipment or accessory in accordance with this provision, it shall ensure that such additional equipment or accessory is compatible with the existing bus components, parts, software, accessories, or equipment.

#### 28.1.3. Appointment of Drivers and Staff

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

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

- persists in any misconduct,
  - is incompetent or negligent in the performance of his duties,
  - fails to conform with any provisions of this Agreement, or
  - persists in any conduct which is prejudicial to safety, health, or the protection of the general public / environment.
- b) be solely and exclusively responsible for all drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Agreement. The Operator shall ensure that all personnel and staff are under its supervision so as to provide the Bus Service in a safe and efficient manner to the public. Provided, however the Authority shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during tenure of this Agreement or thereafter and the Operator shall keep the Authority indemnified in this regard.
- c) ensure that all drivers, personnel and staff shall wear uniform as approved by Authority and are well behaved with passengers and officials of Authority. The Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms shall be worn by drivers and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under this Agreement.
- d) hold periodic training sessions for drivers, staff and all personnel (temporary or on contractual or permanent basis) so as to ensure to implementation of Bus Services efficiently.
- e) ensure that the drivers and other personnel engaged by the Operator do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters/users. The drivers and other personnel engaged by the Operator are required to be police verified.
- f) be responsible for all the costs and expenses of maintenance, operation, employment of drivers and other personnel including but not limited to travel,





training of its employees, and vendors engaged by the Operator in connection with the implementation of this Agreement.

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

**28.1.9. Appointment of Operator's Manager**

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

**28.1.10. Payment of Taxes and Duties**

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

**28.1.11. Payment of Fines**

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

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

**28.1.13. No Alterations or Modifications of the Contracted Buses**

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

**28.1.14. Complaints Redressal**

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

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

**28.2. Rights of the Operator**

The Operator shall have right to:

- 28.2.1. receive Operator Payment from the Authority as per the terms mentioned in this Agreement;
- 28.2.2. receive support for obtaining required permits and sanctions from the government, or local body and to obtain assistance and support in dutifully carrying out the obligations





as provided for in this Agreement as may be within the purview and general jurisdiction of the Authority;

- 28.2.3. use Parking Space subject to the terms of the Bus Parking Space Lease Agreement and the terms provided herein; and
- 28.2.4. Operate and maintain the Contracted Buses on the Routes as per conditions set forth in the Agreement.
- 28.2.5. Expect Transfer of Contracted Buses after completion of contract as per the terms specified in Clause 39 of the Agreement

### 28.3. Authority's Rights and Responsibilities

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

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



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## 29. INSURANCE

### 29.1. Insurance During the Contract Period

- 29.1.1. The Operator shall, from day one from the date of signing of Agreement at its cost and expense, purchase and maintain insurances, as per law of India and as per prudent market practices starting from COD and handover of Parking Space Premises upto the end of the Contract Period such, including but not limited to the following;
- 29.1.2. Insurance of Contracted Buses and payment of RTO registration charges as per Motor Vehicle Act for registration of Buses in name of Operator and insurance/ RTO charges if any for all subsequent years of contract.
- 29.1.3. 100% replacement cost for any loss and damages to the Authority's Property/Project Asset/Premises/Parking Space with Authority as beneficiary. Shortfall in insurance cover, if any, shall be borne by the Operator.
- 29.1.4. Operator's all risk insurance with the Authority as co-beneficiary;
- 29.1.5. a) The Operator shall obtain Comprehensive third party liability insurance for all the contracted Buses as per MV act for every year of Contract Period.  
b) The Operator shall obtain Comprehensive third party liability insurance for Transformer and Chargers as per applicable laws.
- 29.1.6. 100% insurance of employee compensation and other liability as per Workmen's Compensation Act 1923.
- 29.1.7. Any other insurance that may be necessary to protect the Operator, its employees and the Project Asset against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in Items 29.1.2 to 29.1.6 with the Authority as beneficiary/co-beneficiary.
- 29.1.8. The Operator shall be responsible to pay the premium regularly and maintain the insurance policies specified above all the time during the Contract Period. Operator shall be solely responsible for failure of its renewal and liabilities arising thereof shall be payable by operator.
- 29.1.9. Apart from above, any liabilities arising out of or incidental to accidents in which Contracted Buses are involved shall be on account of the Operator and shall have to borne by the Operator including any compensation payable, whether such compensation payments becomes claimed, or paid during or after the currency of the contract. Authority shall not be responsible for payment of any such compensation to aggrieved parties on accounts of accidents of any kind involving the Contracted Buses.

### 29.2. Evidence of Insurance Cover

- 29.2.1. The Operator shall at the time of entering into Agreement with the Authority and thereafter from time to time, provide to Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Operator Agreement.
- 29.2.2. If Operator shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, Authority shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Operator.



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### 29.3. Application of Insurance Proceeds

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

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

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

### 29.4. Validity of Insurance Cover

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

## 30. DAMAGE TO CONTRACTED BUSES DUE TO VANDALISM

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

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

Provided however, damage to Contracted Buses or any part thereof due to regular wear and tear, or breach of maintenance obligations or any other obligations by the Operator and/ or omission of act by the Operator shall be the liability of the Operator. In such cases, the repair, servicing and rectification Service shall be undertaken by the Operator at its own cost to the satisfaction of Authority.



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### 31. FINES/DAMAGES

- 31.1. Without prejudice to and notwithstanding any other provision of this Agreement pursuant to which the Operator is liable to pay fines/damages, the Operator shall be liable to pay damages/fines during the Payment Period to the Authority in respect of the deficiencies/events provided in Annexure-1 of this Agreement ("Fines").
- 31.2. Fines in respect of said specified deficiencies/events for Contracted Bus shall be as provided in Annexure 1 to this Agreement.
- 31.3. The total Fines payable to the Authority in any Payment Period in terms of this clause in respect of all the categories of buses shall be computed by arriving at the arithmetic sum computed for each such category ("Aggregate Fines").

### 32. MONITORING

#### 32.1. Evaluation of Performance of Operator

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

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

32.1.2. In the event the Operator fails to perform any parameter as highlighted in Clause 32.1.1 above it shall be liable to pay damages to the Authority for such non-performance in accordance with ANNEXURE 1 to this Agreement.

32.1.3. In the event the Operator fails to perform any parameter as highlighted in Clause 32.1.1 above, it shall be liable to pay damages to the Authority for such non-performance in accordance with ANNEXURE 1 to this Agreement subject to a maximum of 15% on a billing cycle subject to the verification and satisfaction by the Authority. In the event the Operator fails to perform the duties as per the terms of the Agreement.



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### 33. CONFIDENTIALITY OBLIGATIONS OF OPERATOR

#### 33.1. Protection of Confidential Information

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

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

Confidential information shall not include information which:

- a. Is or becomes generally available to the public without any act or omission of Operator;
- b. Was in Operator's possession prior to the time it was received from Authority or came into Operator's possession thereafter, in each case lawfully obtained from a source other than Authority and not subject to any obligation of confidentiality or restriction on use;
- c. Is required to be disclosed by court order or operation of law; in such event, Operator shall so notify Authority before such disclosure; and
- d. Is independently developed by or for Operator by persons not having exposure to Authority's Confidential Information.

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

#### 33.3. Intellectual Property Rights

- a) Operator shall acknowledge and agree that any and all hardware, software, and / or firmware developed by Authority in relation to the Project and any modifications thereto or works derived there-from shall be the exclusive property of Authority at all times and Authority shall retain all right, title and interest in and to the same. Provided however that the Operator shall have the right to possess and use the same during the Agreement Period for purposes of effective implementation, operation and maintenance of the Project on specific approval of the same by Authority.
- b) After the expiry or termination of the Agreement Operator shall have no right, title or interest in or to any work including without limitation the designs, software, modifications or facilities developed at the allotted sites by Operator for Authority under the Project for any purpose whatsoever.
- c) For purposes of the Agreement the terms "software", "software programs" shall include without limitation the specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided at the sites by the Operator in relation to the Project pursuant to the Agreement.




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## 34. EVENT OF DEFAULT AND TERMINATION

### 34.1. Operator's Event of Default

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

- 34.1.1 Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than [60 (sixty)] days;
- 34.1.2 A resolution for voluntary winding up has been passed by the shareholders of the Operator;
- 34.1.3 Any petition for winding up of Operator has been admitted and liquidator or provisional liquidator has been appointed or Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Operator under this Agreement;
- 34.1.4 Operator fails to comply with the Applicable laws, rules and regulations.
- 34.1.5 Operator does not abide by Consortium conditions specified in Agreement and elsewhere in the RFP.
- 34.1.6 Operator does not share APIs and interfacing protocols of its ITS equipment with Authority.
- 34.1.7 Any representation made or warranties given by the Operator under this Agreement or under the RFP document is found to be false or misleading.
- 34.1.8 Operator fails to maintain/ refurbish/ replenish the Performance security as per terms of this Agreement.
- 34.1.9 Operator stands incapable of supply of single fully built bus as per the specifications.
- 34.1.10 Operator suspends or abandons the operations of Contracted Buses without the prior consent of Authority, provided that the Operator shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was
  - (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or
  - (ii) is on account of a breach of its obligations under this Agreement by the Authority.
- 34.1.11 The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- 34.1.12 The Operator failed to make any payments/damages/damages due to Authority within period specified in this Agreement or indicated by Authority without any valid reason.
- 34.1.13 The Operator failed to perform any of the Operator's obligations, which has a Material Adverse Effect on the Agreement
- 34.1.14 Operator creates an Encumbrance over the Bus Depot, Terminals or Parking Spaces.
- 34.1.15 Operator fails to adhere to the timelines set forth in the Agreement for performance of Operator's obligations there under; and reason thereof damages as provided in Clause 31 exceeds value of Performance Security;
- 34.1.16 Repeated occurrence of breach of Operator's obligations specified in this Agreement and which shall not be remedied in Remedial Period specified by Authority; and
- 34.1.17 Any other default/breach of its obligation by the Operator, for which default/breach termination has been prescribed in terms of this Agreement.
- 34.1.18 The Operator fails to repay any debt / loan raised by the Operator for the purpose of financing the Bus Body Building from institutional Lenders such as Banks.





### 35. AUTHORITY'S EVENT OF DEFAULT

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

- 35.1.1. The Authority is in Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of occurrence thereof.
- 35.1.2. The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement (for example Authority fails to renew stage carriage license/permit, demands withdrawal of the Contracted Buses etc.)

### 36. TERMINATION DUE TO EVENT OF DEFAULT

#### 36.1. Termination for Operator's Event of Default

- a) Without prejudice to any other rights or remedies, which the Authority may have under this Agreement, upon occurrence of an Operator Event of Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator, provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant minimum 45 ( Forty Five ) days or such other reasonable period as the Authority deems fit at its sole discretion to the Operator to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default to the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Agreement.
- b) In the event of termination for an Operator Event of Default, the Authority shall:
  - i) In case such termination occurs due to non-supply of buses as per agreement conditions,
    - a) Release bus(es) supplied to Authority to the Operator
    - b) Be entitled to invoke and retain the Performance Security amount in full;
  - ii) In case such event occurs after COD
    - a) Takeover peaceful possession without any Encumbrance of, Bus Parking Space, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator.
    - b) Be entitled to invoke and retain the Performance Security amount in full;
    - c) Release bus(es) under operation from the duty.

#### 36.2. Termination for Authority's Event of Default

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



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- i) Pay any sum due and payable as the Operation Payment by the Authority till date of such termination
- ii) Takeover peaceful possession without any Encumbrance of all Transformers, Chargers, Entire Electrical and Civil Infrastructure built by the Operator for the Project, Parking space within Bus Depots, Terminals, Parking, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator
- iii) Refund/ release of performance security in full provided there are no outstanding dues of the Authority on the Operator.
- iv) Transfer of the Bus Services of the Bus Operator to a similar system of Bus Service operating under the jurisdiction of Authority on the following terms and conditions:
  - a. The Applicable Kilometre Charge payable per km for Bus operations shall be the same as that determined under this agreement.
  - b. The balance terms and conditions for operations and maintenance and all associated matters shall be similar to what is prevailing in the system to which the Buses are transferred.

## 37. FORCE MAJEURE AND CHANGE OF LAW

### 37.1. Force Majeure

37.1.1. For the purposes of this Agreement the expression "Force Majeure" or "Force Majeure Event" includes acts of God, war, revolutions, hostility, civil commotions, strikes, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, except electrical supply failure and if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event: (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

37.1.2. As soon as practicable and in any case within [seven(7) days] of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party, inter alia, the following in reasonable detail:

- a) the nature and extent of the Force Majeure Event;
- b) the estimated duration of the Force Majeure Event;
- c) the nature of and the extent to which, performance or any of its obligations under this Agreement is affected by the Force Majeure Event;
- d) the measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and
- e) any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.

37.1.3. As soon as practicable and in any case within [5 (five) days] of notification by the Affected Party in accordance with the preceding sub clause (a), the Parties shall, hold discussions in good faith in order to:

- a) assess the impact of the underlying Force Majeure Event;
- b) to determine the likely duration of Force Majeure Period; and





- c) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event;
- 37.1.4. The Affected Party shall during the Force Majeure Period provide to the other Party representative regular (which shall not be less than weekly) reports concerning the matters set out in the preceding sub-clause (b) as also any information, details or document, which the other Party may reasonably require.
- 37.1.5. If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligation to the extent it is unable to perform the same on account of such Force Majeure Event provided that:
- due notice of the Force Majeure Event has been given as required in accordance with the terms contained herein;
  - the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
  - the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or likely to be caused to the Project as a result of the Force Majeure Event and to restore the Bus Services affected as a result of the Force Majeure Event in accordance with the Good Industry Practice and its obligations under this Agreement;
  - when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect, and shall promptly resume performance of its obligations hereunder the non-issue of such notice being no excuse for any delay in resuming such performance;
  - the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with the Agreement; and if any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.
- 37.1.6. If the inability on account of Force Majeure to perform continues for a period of more than [three (3) months], each Party shall have the right to be released from further performance of the Agreement, in which case, neither Party shall have the right to claim damages from the other.
- All prior performance shall be subject to the terms of this Agreement.
- 37.1.7. Upon Termination of this Agreement on account of a Force Majeure Event, the Operator shall be entitled to receive:
- Pay any sum due and payable as the Operation Payment by the Authority till date of such termination
  - Refund/ release of performance security in full provided there are no outstanding dues off the Authority on the Operator

### 38. CHANGE OF LAW

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

- The enactment of any new law;



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

Provided, however, Change in Law shall not include:

- a) Coming into effect, after the Execution Date, of any provision or statute which is already in place as of the date of execution of this
- b) Agreement;
- c) 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
- d) Effective Date which is a matter of public knowledge;
- e) Non availability of any spare part, equipment, component due to price escalation or otherwise

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

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

### 39. HANDBACK ON TERMINATION

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

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

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

39.4. In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover free from Encumbrances the peaceful possession of all awarded/allotted space within Bus Depots, Parking Spaces, Terminals, and any other assets installed or developed by Authority including without limitation any and all hardware, software, firmware, and deliverables in sound condition.

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

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



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## 40. DISPUTE RESOLUTION

### 40.1. Amicable Resolution

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

40.1.2. Either Party may require the Dispute to be referred to the Chairman and Managing Director, Pune Mahanagar Parivahan Mahamandal Limited for amicable settlement. Upon such reference, both the Operator and Chairman and Managing Director, Pune Mahanagar Parivahan Mahamandal Limited shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of clause 40.2 below.

### 40.2. Arbitration

#### 40.2.1. Arbitrator

In the event of any dispute arising between the Parties in relation to or under this Contract, the same shall be settled by arbitration conducted by a third party sole arbitrator being appointed by the Authority. The decision of the arbitration tribunal shall be final and binding.

#### 40.2.2. Place of Arbitration

The place of arbitration shall be City of Pune.

#### 40.2.3. Language

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

#### 40.2.4. Procedure

The procedure to be followed within the arbitration and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

#### 40.2.5. Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

#### 40.2.6. Fees and Expenses

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



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arbitration claim, including legal fees and expenses incurred by the said Party.

**40.2.7. Performance during Arbitration**

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

**41. SUB CONTRACT**

41.1. The Operator shall be allowed to sub contract the Bus Operation and Bus Maintenance with approval from Authority provided;

- (i) Sub-contractor for Bus Operation shall meet minimum qualification criteria specified in Volume 1 of RFP with prior approval from the Authority.
- (ii) Maintenance of Contracted Buses, Transformers, chargers, complete electrical and civil infrastructure shall be the responsibility of Lead Bidder, i.e. Bus Manufacturer.

**42. INDEMNITY**

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

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

42.3. The Operator shall be liable and make good to Authority any damages or statutory claim like Motor Accident Claim which may be caused to Authority for any negligence on the part of Operator or its employees.

**43. MISCELLANEOUS**

**43.1. Governing Law and Jurisdiction**

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

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

**43.2. No waiver of rights and claims**

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

**43.3. Schedules and Annexure**

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



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#### 43.4. Supersession of earlier Agreements

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

#### 43.5. Notices

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

If to Authority  
(Name of the Concerned Official)

PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LIMITED,  
PMPML Building , Shankar Sheth Road,  
Swargate, Pune - 411042

If to the Operator

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices under this Agreement shall be in Marathi/English.

#### 43.6. Counterparts

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

#### 43.7. Assignment

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

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

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



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**43.8. No Partnership**

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

**43.9. Severability**

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

**43.10. Representation and Warranties****43.10.1. Representation and Warranties of the Authority**

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

- a. That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted, and to enter into this Agreement;
- b. That it has full power, capacity and Authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorise the execution, delivery and performance of this Agreement;
- c. Nothing in this Agreement conflicts with its constitutional Authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- d. All approvals and permissions as are necessary for the execution of this Agreement have been obtained, all the required procedure for the due execution of this Agreement have been adhered to, and this Agreement will be valid, legal and binding against it under the Applicable Law.

**43.10.2. Representation and Warranties of the Operator**

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

- a. That it is duly incorporated under the laws of India, and has the power to conduct its business as presently conducted and to enter into this Agreement;
- b. That it has full power, capacity and Authority to execute, deliver and perform this Agreement, and has taken all necessary sanctions and approvals (corporate, statutory or otherwise) to authorise the execution, delivery and performance of this Agreement;
- c. Nothing in this Agreement conflicts with its Memorandum and Articles of Association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- d. this Agreement will be valid, legal and binding against it under the Applicable Law.

**43.10.3. Exclusion of Consequential Losses**

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



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expressly provided in this Agreement.

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

SIGNED, SEALED AND DELIVERED BY:

For and on behalf of PUNEMAHANAGAR PARIVAHAN MAHAMANDAL LIMITED

~~CHIEF ENGINEER (CC)~~  
Pune Mahanagar Parivahan Mahamandal Ltd

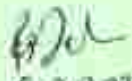
PUNEMAHANAGAR PARIVAHAN MAHAMANDAL LIMITED

(Phone No.)

Email:

Witness :-

1) Rajesh Bunge -  8-3-2021  
Sr. cl. fm PML

2) Rajesh Jadhav -  8-3-2021  
Asst Sup.

SIGNED, SEALED AND DELIVERED

For and on behalf of




Operator

K. Ramesh  
EVER TRANS PVT. Limited  
Hyderabad

(Phone No.) 9100492640

Email: EVERTRANSPRIVATELIMITED@GMAIL.COM

WITNESS

1.   
(Vignesh Kumar/181310511)

2.   
(Kumar, Sumant/900393318)

#### 44. SHORT CLOSURE OF PROJECT

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



CHIEF ENGINEER (CC)  
Pune Mahanagar Parivahan Mahamandal Ltd

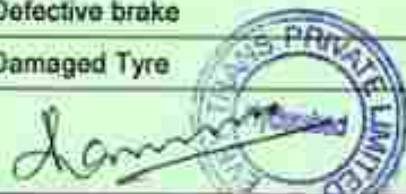


## Annexure 1

## DEFICIENCY AND INCIDENT WISE DAMAGES/ FINES

## 1. Vehicle – Fine per deficiency per bus

Sr. No.	Deficiencies	Fine in Terms of Km Charges per day per bus
1	Modification of the design destination board or paintwork of the exterior or interior of the bus without the authorization of Authority	50
2	Missing bus body panels on the exterior/interior of the bus	50
3	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	50
4	Dirty vehicle ( i.e. dusty handrails, chairs and floor, litter of any kind on floor, foul odour, dirty windows and glass panels, Spots) inside or outside, at the time of start of first shift in the morning	50
5	Broken/damaged windows, fixed glass, front windshield or rear windshield	25
6	Fire Extinguisher missing or beyond expiry date	25
7	Malfunctioning passenger door	50
8	Broken/Loose/Missing Passenger Seat	25
9	Loose or missing handrails, roof grab rails and/or with Sharp edges	25
10	Visible dents more than 6" beyond 1 week on the bus exterior	25
11	Malfunctioning/Broken Light in the passenger compartment	25
12	Placing any decorative article/religious figure or symbol or political symbol inside or outside the bus without prior approval of the Authority	25
13	Placing any poster/advertisement/stickers or similar items inside or outside the bus which may or may not generate any revenue for the Operator unless authorized by Authority	25
14	Damage to the any vehicle tracking equipment or any Intelligent Transit Management System installed	200
15	Deterioration of Bus Speed or AC Performance due to inefficiency/ malfunctioning of Battery Pack AND /OR Any other System, sub system, part	100
16	Defective brake	50
17	Damaged Tyre	100



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Sr. No.	Deficiencies	Fine in Terms of Km Charges per day per bus
18	ACs not running up to design capacity and /or any stoppages and/or leakages of water.	25

## 2. Bus Operation – Fine shall be applied per incident

Sr. No.	Incidents	Fine in Terms of Km Charges per day per bus
1	Arriving for a shift more than 10 min late than as given in Operating Plan for a given route for a given bus for Buses as per Assured Fleet Availability	25
2	Delay of more than 20 min beyond the end of shift.	10
3	Driver not responding to more than 3 consecutive directions sent by Authority Control Centre.	25
4	Stopping at Bus Station for longer than authorized by Authority	25
5	Improper Docking of the Buses	25
6	Letting passengers access bus at locations other than Bus Station and Terminals or as designated by Authority	25
7	Not stopping at Station designated as per Operating Plan unless authorized by Authority	25
8	Stopping at Station not designated as per Operating Plan unless authorized by Authority	25
9	Changing bus route without authorization of Authority	25
10	Bus breakdown inside the BRTS Bus Lane	50
11	Bus breakdown during operating hours at location other than BRTS bus lane	25
12	Abandoning bus during operating hours on the roads (not limited to Bus Stations, Terminals and Bus Lane)	200
13	Operating bus with Defective/Broken Headlights, Rear lights, Brake lights, Turning indicators, Parking lights	25





Sr. No.	Incidents	Fine in Terms of Km Charges per day per bus
14	Use of electronic equipment like Radio or Music system unless authorized by Authority	25
15	Use of Cell phone by Driver while driving	25
16	Driver not wearing clean uniform as designed by Authority	25
17	Driver in drunken state	100 (Operator shall change driver immediately)
18	Misbehaviour by driver with Authority officials and with passengers	25
19	Cause accident due to irresponsible driving	50
20	Drive above speed limit set by Authority	25
21	Withdrawal of bus for one day (ie., of different days in a month) without permission (Penalty per day)	200
26	Non-performance of schedule trips without valid reasons	50
27	Deliberate non-adherence of the schedule timings including late running	25 (Operator should change the driver before next working day)
28	Driver committing fatal accident	50 (Operator should change the driver before next working day)
29	Deliberate non-reporting to duty on time	50 (Operator should change the driver before next working day)
31	Any other offence	As fixed by the Chairman & Managing Director or officer empowered by him/her except overloading
32	Insurance policy not in force	10000 ( Liabie for termination of agreement )
33	Any bus provided for operation during the contractual period found deficient	The bus shall be terminated for operation of the Authority
34	Parking buses in undesignated areas without prior permission	25

**Note:**

The levying of above penalties doesn't forbid the Authority to take action as per the rules and laws applicable.



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## Annexure 2

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

## Details of Buses

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

\*Details of Buses to be added when handed over and to form part of this Agreement.



  
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 Punjab Mahanagar Parivahan Mahamandal Ltd



Annexure 3

INDICATIVE LAYOUT OF THE PARKING SPACE

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



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Punjab Mahanagar Paliwalan Mahamandal Ltd



Annexure 4

**INDICATIVE BUS SERVICE AREA AND FLEET DEPLOYMENT PLAN**

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



**CHIEF ENGINEER**  
Pune Mahanagar Palivahan Mahamandal Ltd.



## Annexure 5

**INDICATIVE LIST OF EQUIPMENT TO BE PROVIDED BY THE OPERATOR**

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

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

*damini*  
Hyderabad  
PRIVATE LIMITED

CHIEF ENGINEER  
Pune Mahanagar Palvahan Mahanandal Ltd



## Annexure 6

## LIST OF AUTHORITY CLEARANCES AND OPERATOR CLEARANCES

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



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Puro Matansagar Privatization Mahamandal Ltd



## Annexure 7

**PARKING SPACE LICENSE AGREEMENT**

Pune Mahanagar Parivahan Mahamandal Limited having its registered office at PMPML Bhavan, Swargate, Pune (hereinafter referred to as "The Authority" which expression shall include its successors and permitted assigns);

AND

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

ANDWHERE AS

1. The Parties have entered into a Bus Operator's Agreement dated \_ February 2021 whereby the Authority has appointed the Operator for implementation of the Project as defined in Operator Agreement.
2. Pursuant to the Bus Operator's Agreement, the Authority is providing to the Operator the right to use and the right of way to the bus parking space for Parking and Charging of Electric Buses("Parking Space") ( the details of which are provided in the Schedule 1 to this Parking Space License Agreement) for the limited purpose of implementation of the Project.
3. The Parties are hereby entering into this Parking Space License Agreement to specify the terms and conditions of the use of the Parking Space by the Operator.
4. The actual memorandum of handover of Parking Space to the Operator along with relevant Parking Space details is placed as Schedule-I to this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. All capitalized words used but not defined herein shall have the meaning specified in the Bus Operator's Agreement.
2. The Authority hereby provides on a license basis the Parking Space (the details of which are provided in Schedule 1 to this Agreement) and the Operator hires the Parking Space on the terms and conditions of this License. It being recorded that the Authority warrants that the Parking Space will, save for reasons beyond its reasonable control, be fit for the purpose for which it is to be used by the Operator, namely to provide a reasonable space for the Contracted Buses while not in use and to facilitate the charging, cleaning, repair and maintenance of the Contracted Electric Buses.

Provided, however, the Operator shall have no right, title, interest or any ownership



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rights over the Bus Parking Space or any part thereof.

3. This Parking Space License Agreement shall come into operation on the date of execution hereof and shall terminate on the termination or cancellation of this Parking Space License or the Bus Operator's Agreement for whatever reason, whichever is the earlier ("License Period").
4. Authority will make bulk power available (22 KVA) at Parking Space. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution. The Electricity Charges for charging of electric buses shall be borne by Authority subject to limit of < 1.4 KWh per km for 12m BRT compliant Electric AC Buses. Any additional Electricity Charges beyond these limits will have to borne by Operator. The Operator shall be liable to pay bills for utilities such as electricity (for lighting, use of equipment's for repair and Maintenance etc), water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator.
5. Insurance
  - a. The Operator shall not keep or do in or about the Parking Space anything which is liable to increase any of the risks against which the Parking Space infrastructure (or any part thereof) is insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be increased.
  - b. Without prejudice to any other right of action or remedy that the Authority may have arising out of a breach of the foregoing provision, the Authority may recover from the Operator on demand the full amount of any increase in insurance premiums in respect of the Depot attributable to such breach.
  - c. For the purposes of the above provisions, the Operator shall be entitled to assume that the Depot is at all material times insured against such risks, on such terms, for such amounts, and at such premiums as are for the time being usual in respect of similar buildings in similar locations.
  - d. The Operator shall, in accordance with its obligations pursuant to the Bus Operator's Agreement, obtain and maintain contract works insurance and public liability insurance in relation to the Depot.
6. Cession and Subletting
 

The Operator shall not be entitled to:

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



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## 7. Operator's Obligations

The Operator shall:

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

## 8. Maintenance and Repairs

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

- a. throughout the License Period maintain in good order and condition the interior and exterior of the Parking Space and all parts thereof, including (without limitation of the generality of this obligation) all, appurtenances, fixtures and fittings contained in the Parking Space.
- b. promptly and properly repair or make good all damage occurring in the interior and exterior of the Parking Space from time to time during the License Period, whatever the cause of such damage, and including damage to any part of the interior of the Parking Space or to any window, door, appurtenance, fixture or fitting, and replace all such items (as well as any keys) which have been broken, lost or destroyed (again regardless of cause); and
- c. on the termination or cancellation of this Parking Space License Agreement, forthwith return the Depot and all such parts thereof (including all keys) to the Authority in good order, condition and repair, normal wear and tear excepted.
- d. The Parking Space shall be deemed, at the commencement of this Parking Space License Agreement, to be in good order and condition except to the extent that the Operator notifies the Authority in writing within [15 (fifteen)] Business Days after having taken possession of the Parking Space of the need for any repairs to in the Parking Space or of the fact that any part of the Parking Space including any appurtenance, fixture or fitting, is damaged, missing, or out of order.



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- e. Upon receiving a notification contemplated in sub-clause (d) above the Authority shall promptly cause the necessary repair or replacement to be effected to the Parking Space at the Authority's own expense.
  - f. The Operator shall be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the Parking Space and all parts thereof.
  - g. In the event the Operator fail to carry out any of its obligations under this Agreement with regard to any maintenance, repair or replacement, the Authority shall be entitled, without prejudice to any of the Authority's other rights or remedies, to effect the required item of maintenance, repair or replacement and to recover from the Operator on demand, all reasonable amounts incurred by the Authority in respect thereof.
9. Alterations, additions and improvements
- a. The Operator shall not make any alterations or additions to the Parking Space without the Authority's prior written consent.
  - b. If the Operator does alter or add to the Parking Space in any way, whether in breach of sub-clause (a) or not, the Operator shall, if so required in writing by the Authority, restore the Depot on the termination or cancellation of this Agreement to the same condition as it was prior to such alteration or addition having been made, normal wear and tear excepted. Unless this Agreement is terminated or cancelled by the Authority as a result of a breach hereof by the Authority, the Authority's requirements aforementioned shall be communicated to the Operator not less than [10 (ten)] Business Days prior to the termination or cancellation. For the sake of clarity, the Parties agree that this sub-clause (b) shall not be construed as excluding any other or further remedy which the Authority may have in consequence of a breach by the Operator of sub-clause (a).
  - c. Save for any alteration or addition which is removed from the Depot as required by the Authority in terms of sub-section (b), all alterations or additions made to the Parking Space shall, on termination or cancellation of this Parking Space License Agreement, become the property of the Authority and may not be removed from the Parking Space at any time. Subject to any prior written agreement to the contrary between the Parties, the Operator shall not, whatever the circumstances, have any claim against the Authority for compensation for any alterations or additions to the Depot.
10. Exclusion of Liability
- a. The Operator shall have no claim against the Authority for any loss or damage suffered by the Operator by reason directly or indirectly of:
    - i. any negligent act or omission of the Authority or any agent or servant of, or Operator to, the Authority, including (without limiting the generality of the foregoing) any negligent act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard or commissionaire, excluding gross negligence and/or wilful default;
    - ii. any failure or suspension of, or any interruption in, the supply of water, electricity, heating, or any other amenity or charging infrastructure or service



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- to the Parking Space (including, without limiting the generality of the foregoing, any cleaning service), whatever the cause;
- iii. any breakdown of, or interruption or delay in the operation of, any machinery, plant, equipment, installation, or system situated in or on, or serving, the Parking Space, and including (but without limiting the generality of the foregoing) any geyser, boiler, burglar alarm or security installation or system, again regardless of cause;
  - iv. any interruption of, or interference with, the enjoyment or beneficial occupation of the Parking Space or any parts of the common Parking Space caused by any building operations or other works to or in the Parking Space, whether by the Authority or by anybody else; or
  - v. any other event or circumstance beyond the Authority's reasonable control occurring, or failing to occur, upon, in, or about the Parking Space, whether or not the Authority could otherwise have been held liable for such occurrence or failure, and the Operator indemnifies the Authority and holds it harmless against any and all liability to any employee or agent of the Operator, its guests and other invitees, and all other persons who may occupy or be entitled to occupy the Depot or any parts thereof through or under the Operator.
- b. The Authority shall not, however, be excused from specific performance of any of the Authority's obligations under this Agreement, whether express or implied, and particularly (but not only) the Authority's obligations to afford the Operator occupation and enjoyment of the Depot as contemplated by this Agreement.

**11. Authority's Right of Entry and Carrying Out of Works**

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

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

**12. Damage to or destruction of Parking Space**

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



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## 13. Special Remedy for Breach

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

## 14. Right to Negotiate Renewal

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



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Pune Mahanagar Parivahan Manamandal Ltd



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

SIGNED ON BEHALF OF THE AUTHORITY

\_\_\_\_\_(Signature) \_\_\_\_\_  
\_\_\_\_\_(Name) \_\_\_\_\_  
\_\_\_\_\_(Designation) \_\_\_\_\_

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

\_\_\_\_\_(Signature) \_\_\_\_\_  
\_\_\_\_\_(Name) \_\_\_\_\_  
\_\_\_\_\_(Designation) \_\_\_\_\_

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

\_\_\_\_\_(Signature) \_\_\_\_\_  
\_\_\_\_\_(Name) \_\_\_\_\_  
\_\_\_\_\_(Designation) \_\_\_\_\_



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

**Baner / Wagholi / Charholi and Moshi Depot :**

Date of Handover	
Address of Parking Space	
Area of Parking Space:	
Facilities	
Utilities	
Security	

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

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

For Operator

Name, Sign, Time and Place



  
**CHIEF ENGINEER**  
 Pune Mahanagar Parivahan Mahamandal Ltd



## Annexure 8

## DRAFT ESCROW AGREEMENT

*(The said draft would be finalized post award of work and is only an indicative ESCROW account Agreement)*

1. THIS ESCROW AGREEMENT (the "Agreement") is made at on \_\_\_\_\_, by and amongst: [\_\_\_\_\_] [a company incorporated in India under the Companies Act, 1956/a banking company registered under the Banking Regulation Act, 1949], with its registered office at [\_\_\_\_\_] (hereinafter referred to as the "ESCROW Bank" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the FIRST PART;
2. The Pune Mahanagar Parivahan Mahamandal Limited, [a Company for Operation of Urban Bus Services] and having its principal office at [\_\_\_\_\_], (hereinafter referred to as the "PMPML" which expression shall include its successors and permitted assigns) OF THE SECOND PART;

AND

3. [XYZ LTD], a company incorporated under the Companies Act, 1956 acting through [\_\_\_\_\_] having its registered office at [\_\_\_\_\_] (hereinafter referred to as the "Operator", which expression shall include its successors and permitted assigns) OF THE THIRD PART;

The ESCROW Bank, the PMPML and the Operator are hereinafter collectively referred to as the "Parties" and individually as the "Party".

## WHEREAS:

- The PMPML [has the power/function] to ensure the provision of public bus transport services within Pune Metropolitan Region.
- The Operator was selected by the PMPML under a competitive bidding process and is established, inter-alia with the objectives of providing Bus Services within the Bus Service Area.
  - a) The PMPML and the Operator have entered into an Operator Agreement dated [\_\_\_\_\_] (hereinafter referred to as "Operator Agreement"), whereby the PMPML has granted to the Operator a non-exclusive right to operate and maintain the Buses and provide Bus Services within the specified Bus Service Area and the Operator has agreed to undertake the Project on the terms and conditions contained therein.
  - b) Under the terms of the Operator Agreement, it has been stipulated that an ESCROW account shall be created into which the PMPML shall deposit all the revenues generated and all the income accruing from the operation of the Contracted Buses and provision of Bus Service within the Bus Service Area including but not limited to the Passenger Fare collected by the PMPML (itself or through a third party) in the ESCROW Account. PMPML shall maintain atleast amount equivalent to 1(One) Month payment as per minimum assured Kilometers in the Escrow Account.



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- c) This Agreement sets forth the detailed mandates, terms and conditions and operating procedures for such ESCROW account.

NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree as follows:

### 1. Definitions

- 1.1. For the purposes of this Agreement, unless the context otherwise requires, capitalized terms shall have the meaning set forth hereunder.

**"Beneficial Parties/Party"** means the PMPML and the Operator as the case may be.

**"Business Day"** means any day of the week (excluding Saturdays, Sundays and public holidays) on which banks in are generally open for business.

**"Dispute"** shall mean any dispute, difference, question or controversy between the Parties arising out of, in connection with or in relation to this Agreement.

**"Event of Default"** shall mean an event or default of the Operator under the Operator Agreement, as certified by the PMPML in a written notice in this regard to the ESCROW Bank.

**"Month"** shall mean a calendar month.

**"Tax"** shall mean the Goods & Service Tax (GST) and other such analogous payments due under Applicable Laws.

Other capitalized terms used herein (and not defined herein) but defined under the Operator Agreement shall have the meaning ascribed to the term under the Operator Agreement.

- 1.2. In this Agreement, unless the context otherwise requires, the rules of interpretation and construction as mentioned in Clause 1.2 of the Operator Agreement shall apply.

### 2. Establishment of ESCROW Account

#### 2.1. Establishment of the Accounts

The PMPML and the ESCROW Bank confirm that the ESCROW Bank has established, in the name of at the ESCROW Bank's branch, an account titled the "ESCROW Account".

#### 2.2. General Right or Withdrawal

The ESCROW Bank shall not make any transfer or withdrawal other than in accordance with this Agreement, unless the ESCROW Bank has received the prior written instructions of the PMPML authorizing such use.

### 3. Deposits into and Withdrawals from the ESCROW Account

- 3.1. The PMPML shall deposit all the revenues that it receives from Bus Operations under the terms of the Operator Agreement.

- 3.2. The PMPML shall, at the time of opening the ESCROW Account, give irrevocable instructions, under the ESCROW Agreement, to the ESCROW Bank instructing, inter alia, that deposits in the ESCROW Account shall be appropriated in the following order based on the receipt of relevant demand or instructions:

- a. all taxes due and other statutory dues





- b. Operator Payment after deducting any taxes/charges under Applicable Law and as specified under the Operator's Agreement. Provided, however, the ESCROW Account can only be operated at all times by the PMPML.

#### 4. ESCROW Bank Provisions

##### 4.1. ESCROW Bank and the Beneficial parties

- a. The Beneficial Parties hereby appoint the ESCROW Bank for benefit of the Beneficial Parties in connection herewith, and authorize the ESCROW Bank to exercise such rights, powers, authorities and discretions as are specifically delegated to the ESCROW Bank by the terms hereof together with all such rights, powers, authorities and discretions as are reasonably incidental hereto, and the ESCROW Bank accepts such appointment pursuant to the terms hereof.
- b. The PMPML hereby agrees to pay to the ESCROW Bank, fees of [ ] per [ ] consideration for acting as the ESCROW Bank hereunder.

##### 4.2. Obligation of the ESCROW Bank

- a. undertakes to perform only such duties as are specifically set forth to be performed in this Agreement in accordance with the terms and conditions contained herein, and further undertakes to act in good faith and without negligence;
- b. shall, within [five (5)] Business Days after receipt, deliver a copy to the PMPML acting through [ ] of any notice or document received by the ESCROW Bank (in its capacity as the ESCROW Bank) from the Operator or any other entity;
- c. Shall, within [five (5)] Business Days after receipt, deliver a copy to the Operator of any notice or document received by the ESCROW Bank (in its capacity as the ESCROW Bank) from the PMPML or any entity in connection herewith; and
- d. Shall within seven (7) Business Days prior to any date on which any payment is due to a Beneficial Party in accordance with the terms and conditions of this Agreement, provide notice to the PMPML of any anticipated shortfall in the ESCROW Account (or any account there under) for making any payments due in accordance with the terms and conditions of this Agreement.

#### 5. Term and Termination

- 5.1. This Agreement shall, unless terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provisions of this Clause by written notice from the PMPML to the ESCROW Bank, remain in full force and effect for the duration of the Operator Agreement
- 5.2. The PMPML may, at any time may remove the ESCROW Bank, with or without cause, and appoint a successor ESCROW Bank by written notice of such action to the Operator, the ESCROW Bank and the successor ESCROW Bank.
- 5.3. If, at any time, the ESCROW Bank or any of its associates, shall become a Beneficial Party and after such time there is an Event of Default, the ESCROW Bank shall resign as ESCROW Bank immediately upon the occurrence of such Event or Default, if in the sole judgment of the other Beneficial Parties (which, for this purpose, shall not include the ESCROW Bank), there shall be,





or be reasonably likely that there will arise, any conflict in or impediment to the ESCROW Bank's performance as ESCROW Bank under this Agreement.

- 5.4. The ESCROW Bank shall be entitled to terminate its services under this Agreement if the PMPML fails to comply with any of its material obligations owed to the ESCROW Bank under this Agreement and fails to remedy the failure within [60 (sixty)] days after receipt of notice thereof from the ESCROW Bank in relation thereof. Provided however, the PMPML has arranged for the appointment of a successor ESCROW Bank and arrangements are made for the transfer of amounts deposited in the ESCROW Account (including any sub-accounts thereof) to new accounts established with successor ESCROW Bank.
  - 5.5. Any successor ESCROW Bank appointed as provided in accordance with this Clause 5 shall execute, acknowledge and deliver to, and for the benefit of, the Beneficial Parties and to its predecessor ESCROW Bank an instrument accepting such appointment, and thereupon the resignation or removal of the predecessor ESCROW Bank shall become effective and such successor ESCROW Bank, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, as if it was originally named as ESCROW Bank;
  - 5.6. provided that on the written request of the Beneficial Parties or of the successor ESCROW Bank, the ESCROW Bank ceasing to act shall take such steps or actions as are required of it by the Beneficial Parties. Including without limitation the execution and delivery of an instrument or instruments transferring and assigning to such successor ESCROW Bank (without obligation to indemnify such successor) all the rights and powers of the ESCROW Bank so ceasing to act, delivery to the Beneficial Parties all documents, instruments, etc. relating to its obligations under this Agreement.
  - 5.7. Upon the reasonable request of any such successor ESCROW Bank, the Beneficial Parties shall execute any and all instruments in writing in order more fully and certainly to vest in and confer to such successor ESCROW Bank all such rights and powers.
  - 5.8. Any corporation into which the ESCROW Bank may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the ESCROW Bank shall be a party, or any corporation succeeding to the corporate ESCROW Bank's rights or business or either, shall, subject to approval of the PMPML, be the successor of the ESCROW Bank with all rights, benefits, obligations and duties as were originally available and provided for to the transferor ESCROW Bank in relation to the merger, conversion or consolidation proceedings or process.
- 6. Books and records**
- 6.1. The ESCROW Bank shall be responsible for maintaining a correct and complete record of all transactions, deposits, withdrawals or transfer of funds relating to the ESCROW Account (and all subaccounts thereof).
  - 6.2. The PMPML shall have unrestricted access to review such books and records of the ESCROW Bank in relation to the ESCROW Account subject to restrictions in law.



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## 7. Confidentiality

The ESCROW Bank agrees to keep all information ("Information") (including the terms and conditions of this Agreement and the Operator's Agreement) made available (whether before or after the date of this Agreement) by any of the Parties to the ESCROW Bank concerning the PMPML, Operator or the Bus Services, and hereby undertakes and covenants not to communicate any Information, or allow any Information to be communicated to any third party unless:

- a. in connection with any proceedings arising out of or in connection with this Agreement to the extent that such party may consider it necessary to protect its interest or the interests of the ESCROW Bank;
- b. required to do so by an order of a court of competent jurisdiction whether or not in pursuance of any procedure for discovering documents; or
- c. pursuant to any Applicable Law in accordance with which such party is required to act;
- d. to its auditors for the purposes of enabling the auditors to complete an audit of the ESCROW Bank or to its legal advisers when seeking bona fide legal advice in connection with this Agreement;
- e. in circumstances where the relevant Information has been published or announced by the Concessionaire and/or any other Beneficial Party in conditions free from confidentiality or has otherwise entered the public domain without default on the part of the relevant Party; or
- f. the Information was obtained by such ESCROW Bank from an independent or third-party source who was not in breach of any confidentiality obligations with the Beneficial Parties.

## 8. Not Acting in Individual Capacity

The ESCROW Bank acts solely in its capacity as a ESCROW Bank and not in its individual capacity and all entities having any claim against the ESCROW Bank by reason of the transactions contemplated by the Operator Agreement shall look only to the PMPML for payment or satisfaction thereof, save and except as provided in this Agreement, other than as a result of its wilful misconduct or gross negligence.

## 9. Representation and warranties of the ESCROW bank and the Operator

Each of the ESCROW Bank and the Operator represent and warrant that it is duly organized and validly existing under the laws of India with power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and has taken all corporate and other actions required for the execution of this Agreement and the performance of its obligations hereunder. The ESCROW Bank represents and warrants that it shall hold all funds in the ESCROW Account for the benefit of the Beneficial Parties in accordance with the provisions of this Agreement and further represents and warrants that it has obtained all approvals, permits and other clearances required for the execution of this Agreement and the performance of its obligations hereunder.

## 10. Miscellaneous

### 10.1. Restriction on Assignment

Save as provided in Clause 5.2, the Operator and the ESCROW Bank, shall not assign or transfer any part or their respective rights or obligations under this Agreement without the prior consent of the PMPML. It is expressly agreed between the Parties that nothing in this Clause



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7.1 shall prevent the PMPML from assigning, novating or transferring its rights, benefits and obligations under this Agreement to any entity.

#### 10.2. Notices

10.2.1. All notices shall be sent to a Party hereto at its address and contact number specified hereunder, or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto.

Addresses: \_\_\_\_\_

10.2.2. All such notices and communications shall be effective (i) if sent by telex, when sent (with the correct answerback), (ii) if sent by telecopier, when sent (on receipt of a confirmation to the correct telecopier number), (iii) if sent by person, when delivered, (iv) if sent by courier, (a) one Business Day after deposit with an overnight courier if for inland delivery and (b) [5] five] Business Days after deposit with an international courier if for overseas delivery and (c) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

10.2.3. An original of each notice and communication sent by telex or telecopy shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid.

#### 10.3. No Waivers; Remedies

No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by Applicable Law.

#### 10.4. Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Agreement or affect such provision in any other jurisdiction.

#### 10.5. Amendments or Waiver

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

#### 10.6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

#### 10.7. Additional Rights


  
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Any rights Conferred on the Parties pursuant to this Agreement shall be in addition to and not in substitution for or in derogation of any other rights and remedies which the Parties may at any time have under the Contract or otherwise.

IN WITNESS WHEREOF the Operator has caused its Common Seal to be affixed hereto and to a duplicate hereof on the date first above written and the ESCROW Bank and PMPML acting through have caused the same to be executed by the hand of an authorized official.

The signature of the authorized representative of the PMPML has been affixed pursuant to the resolution of its Board of Directors dated the day, which has hereunto been affixed in the presence of Shri. \_\_\_\_\_, and Shri. \_\_\_\_\_, Directors who have signed these presents in token thereof and countersigned by Secretary, the authorized officer/Company SIGNED AND DELIVERED by the ESCROW BANK by the hand of

\_\_\_\_\_ its authorized official.

SIGNED AND DELIVERED by PMPML by the

hand of

\_\_\_\_\_ Mr. \_\_\_\_\_ its authorized official.



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Annexure 9

**SAMPLE COMPUTATIONS FOR PRICE REVISION FORMULA**



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# Bus Operator Agreement Final Technical Specifications



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Mahanagar Ltd



Technical specification of 12-meterPMPML,BRT Electric AC Bus Compliant with the requirements of CMVR, \*AIS:052, \*AIS:153 & AIS:140

Sr. No.	Description	Technical Specification
	Bus characteristics Maximum Bus Floor height ( To be measured at BRT doors)	900mm (-10mm)
1	Propulsion system	Electrically propelled Bus using electric propulsion system
2	Type of Battery	Li-ion or Li-ion Phosphate Battery or Li NMC or superior.
3	Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity	Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min& max charging % Maximum Thirty Minutes Power (kW)  Motor/s capacity:125 kW (min) 1. No of Motors/ batteries as per the Bus manufacturer's design. 2. Power consumption: Less than 1.4 kWh per km. 3. Electrical Regeneration required. 4. Charging mode: AC or DC charging required. 5. OFF board OR ON board charging required. 6. Charging time: less than 4 hours. 7. Safety: Short circuit /over temperature/lightening protection mandatory 8. CMVR certification mandatory
3.1	Battery cooling system	Efficient and robust battery cooling system calling for minimal maintenance
3.2	Battery life (No. of charging cycles)	Battery life: Batteries to last for 7 years (This can be used as a guideline)
3.3	Battery Charging System	To be decided by the Bus Operator
3.4	Electric drive motor/s	Optimal rating, type, make, model of electric drive motor requiring minimum maintenance.
3.5	Electric propulsion system motor rating / power sufficient to provide:	
A	Rated performance at GVW in a stop/start urban operations	Attain bus maximum speed of 70 kmph (without speed limiter) at GVW load, air conditioning and other sub-system operational..
B	Acceleration (meter/sec <sup>2</sup> )	≥ 0.8
C	Attain bus speed of 0-30 kmph in Seconds	≤ 10.5
D	Maximum speed	maximum speed 70 kmph
E	Minimum Operation Range per bus per day	200km (On actual condition with GVW and AC, 18 hours continuous with 30 minutes shift change time). The bus has to operate 125 km on



*[Handwritten Signature]*

CHIEF ENGINEER

P.utsa Mahalingam Pravehan Mahamandal Ltd



Sr. No.	Description	Technical Specification
F	Grade ability from stop at GVW	single charge. The remaining operation of 75 km has to be completed with opportunity charging. The entire operation of 200 kms per day per bus has to be completed by operator without disturbing the PMPML schedules
G	Rated HP/torque preferably at lower rpm range	17% Rated HP at low rpm and Maximum torque required at lower range of motor RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, gradeability, AC and range requirement.
H	Power requirements for Air conditioning system, ITS, etc	Required to be provided by electric propulsion system
3.6	Noise norms	As per CIMVR.
3.7	Electric propulsion system	Electric propulsion system / subsystems (batteries) temperature, motor speed in RPM, vehicle speed, Motor % load (torque), diagnostic message (electric propulsion system batteries, cooling system, motor, Traction Controller specific) SOC with Vehicle Health Monitoring System. (Battery health + regenerative brake charging)
3.8	Electric propulsion system operational requirements	Electric propulsion system should be able to operate efficiently at ambient temperatures / environmental conditions of Pune and Pimpri-Chinchwad area.
3.9	Electric propulsion system / subsystems location	Optional/ preferably Battery location below floor.
3.10	Transmission	Automatic
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission)
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations (To be considered as a guideline)
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights (To be considered as a guideline)
6	Steering system	Hydraulic power steering with height and angle adjustment
7	Suspension system	Air suspension at front and rear.
7.1	Front	Air bellows - 2 numbers
7.2	Rear	Air bellows -- 4 numbers
7.3	Kneeling	Not applicable
7.4	Anti-roll bars/stabilizers	Required at front and rear



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Sr. No.	Description	Technical Specification
7.5	Shock absorbers	Hydraulic double acting 2 at front & 4 at rear.
7.6	Controls (optional)	Electronically controlled air suspension system
8	Braking system	Braking system: Mandatory ABS with Disc or Drum brake
8.1	Anti-skid anti-brake locking system (ABS)	Mandatory.
8.2	Electronic controls	Required
9	Electrical system for bus ancillaries	24-volt DC
9.1	Batteries (auxiliary battery for equipment and light and light signalling devices).	Low maintenance type lead acid batteries for 24 V & Min. 100Ah system- performances as per BIS: 14257-1995 (latest). 2X12V of commensurate capacity Maintenance free batteries preferred.
9.2	Electrical wiring & controls -type	Multiplexing type -- As specified separately under ITS specifications and Conforming to IP 54 (Minimum)
10	Speed limiting device (optional)	Mandatory as per CMVR.
11	Tyres.	Steel Radial Tube-less. Size and performance as per CMVR.
12	Range:	125KMS Minimum in single charging. On actual condition with GVW and AC, 18 hours' continuous operation with 30 minutes shift change-over time
13	Bus characteristics	
13.1	Bus dimensions' mm	
A	Overall length (excluding bumper)	12000- 400 mm
B	Overall width (sole barrfloor level- extreme points)	2600 (maximum)
C	Overall height (unladen - at extreme point)	3800 (maximum)
D	Wheel-base	6000 ±200mm
I	Front Overhang	To accommodate minimum 800 mm wide door ahead of front axle.
II	Rear Overhang	As per CMVR
13.2	Maximum turning circle radius (mm)	As per CMVR
13.3	Floor height above ground (mm)	900 mm(-10mm)
13.4	Clearances (mm)	
A	Minimum Axle clearance (mm)	Minimum 175 mm
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.
C	Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240mm.
13.5	Angles (degrees)	
A	Angle of approach (unladen)	Not less than 8.5°



*[Signature]*

Hyderabad  
Pune Mahanagar Private Limited



Sr. No.	Description	Technical Specification
B	Angle of departure (unladen)	Not less than 9.0°
C	Ramp over angle (half of break-over angle)	Not less than 4.8°
14	Bus Gates/Doors	
14.1	Type of doors	LH Side doors – Power operated doors, JK type / Swing in door 800mm width one no. ahead of front axle and one no. 1200mm width preferably behind rear axle or ahead of rear axle.  RH side door- for BRT application Power operated doors, JK type door / Swing in type 1200mm width, 2 no's (steeples) Electro pneumatically controlled
A	Operating mechanism	4
B	Opening/Closing time in seconds per operation (maximum)	On dashboard and also inside & outside of doors as per AIS 052.
C	Positions of door controls	Mandatory
D	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	
14.2	Front service doors (refer "A" in fig -1) - (near side/non-driver side)	
A	Minimum door aperture (without flaps) in mm	800
B	Minimum clear door width (fully opened) in mm	650 ± 50
C	Minimum door height in mm	1900mm
D	Positioning front service gate	Ahead of front axle
E	Number of gates	1
14.3	Rear service doors (Near side/non-driver side)	
14.3.1	Rear service doors (near side/non-driver side)	Behind rear axle/ Optionally ahead of rear wheel
14.3.2	Rear service doors -refer "C" in figure 1 of UBS II (near side/non-driver side); steps required for non BRTS operations, steps not required for level boarding	
A	Minimum door aperture (without flaps) in mm	1200 (minimum)
B	Minimum clear door width (fully opened) in mm	950 ± 50
C	Minimum Door height in mm	1900
D	Positioning rear gates	Preferably behind of rear axle or optional ahead of rear axle
E	Number of gates	1



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Sr. No.	Description	Technical Specification
14.4	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
A	Stepped type entry (maximum)	400 mm
B	Level entry (at station platform height)	Not applicable
14.5	Entry/Exit doors, refer 'D' in figure 3 of UBS II - for off side/driver side location - steps not required for level boarding	RH side two nos. BRT (Step less) doors
a	Door aperture in mm	1200
b	Clear door width (fully opened) in mm	800 mm minimum
c	Door height in mm	1900 (minimum)
d	Fixed partition between gates - full height	Optional (Purchaser to decide)
e	Width of partition in mm	400 (maximum)
f	Location of partition	Vertical Centre line of partition maximum 5800 mm and minimum 4300 mm from the front edge of bus; (Purchaser to specify preferred distance as per their BRT facility)
g	Positioning doors with respect to partition.	One on each side of the partition
h	Number of gates	2
14.6	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
a	Stepped type entry (maximum)	400 mm
b	Level entry (at station platform height)	Not applicable
14.7	Maximum height (mm) of other steps (where required)	
a	if door ahead of rear axle	250
b	if door behind rear axle	250
14.8	Requirement for passengers with limited mobility	Required as per AIS:153
A	Wheel chair anchoring - minimum for one-wheel chair	Required as per AIS:153 (Front facing only)
ii	Priority seats - minimum 2 seats	Required
iii	Stop request	Required on each stanchion
B	Emergency doors/exits or apertures (Numbers)	As per AIS 052 and AIS 153
	Dimensions in mm	As per AIS 052
C	Door closing requirements for bus movement -	Bus could move only after door closing completed
i	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing.	As per AIS 052

As per AIS 052

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 Private Limited  
 Hyderabad  
 Private Limited



Sr. No.	Description	Technical Specification
ii	Door components	As per AIS 062.
iii	Door locks/locking systems/door retention items	As per AIS 062
iv	Door hinges	As per AIS 052
15	Bus body	
15.1	Design type approval	As per CMVR and AIS:153
15.2	Bus structure - materials specifications etc.	As per OEM design Tubular structure complying to AIS 052 and AIS 153
15.3	Insulation	FR grade material as per IS 15061
A	Roof structure	Preferably German make Lamituxgewebe 48% 2mm for better performance or FR Grade material glass wool, PU foam or thermocole.
B	Battery Pack compartment	As per AIS:052.
15.4	Aluminium extruded sections for:	
A	Rub rail	
B	Decorative moulding	
C	Wire cover	
D	Wearing strip	
E	Foot step edging	
F	Panel beading	
G	Window frame	
H	Roof grab rail brackets	
15.5	Floor type/Materials etc.	
A	Type of Floor	Aluminium extrusion IS 733/1983 or better
B	Steps on floor	
C	Maximum floor slope	
D	Floor surface material	As per AIS 052 As per AIS 052 As per AIS 052 18mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5609-2000 (IS15061:2002) or Chequered Plywood 19mm thick
E	Anti - skid material	3 mm thick anti-skid type silicon grains ISO 8777/6 for colour, IS: 15061:2002 for FR grade.



CHIEF ENGINEER

Pune Mahanagar Parivahan Mahanandini Ltd



Sr. No.	Description	Technical Specification
15.6	Safety glasses and fittings:	
	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, lat/curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed
A	Size:	Standard designs for each variant of buses to be followed.
B	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass-plain/flat/curved at center& curved at corners IS:2553 (Part-2)-1992/latest
	Size:	Standard designs for each variant of buses to be followed. (Refer Annexure 1 of UBS II)
C	Side windows:	Flat, 2-piece design-top fixed/sliding & bottom sliding/fixd/pasted/toughened glass IS 2553 (Part-2)-1992/latest
D	Glass specifications	Toughened glass IS2553 (Part-2)-1992/latest
	Glass thickness:	4.8-5.3mm
E	Window & other glasses - material specs, thickness etc.	Toughened as per IS.2553 (Part-2)-1992/latest of 4.8-5.3 mm thickness
F	Safety glass	As per CIMVR
G	Rear view mirrors	As per CIMVR
15.7	Seating and gangway etc.	
15.7.1	Passenger seating for ordinary type-1 buses	
A	Seat layout in the low floor area	As per AIS 052
B	Seat layout in the higher floor area	2x2 layout with Light blue colour for driver side seats & light pink colour for opposite of Driver seat
C	Seat area/seat space per Passenger (width*depth) mm	2x2
D	Seat pitch - minimum (mm)	400X350
	Minimum backrest height-from floor to top of seat/headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
E	Seat back rest height mm	As per AIS 052
F	Torso angle (degrees)	375
G	Seat materials	Minimum 12°
	Seat frame structure material where required:	As per AIS:023, Seats with cushion at seat & back
H	Free height over seating position (mm)	As per AIS:023.
I	Seat base height	More than 900
J	Clearance space for seated Passenger facing partition (mm)	As per AIS 052
		Minimum 350 mm



Tina Malanagar Patil, Senior Manager



Sr. No.	Description	Technical Specification
	Seat back/Paid material/Thickness: Type:	Polyurethane Foam IS: 15061-2002 (padding is optional)
K	Upholstery:	MDI Moulded IS: 5509
L	Area for seated passengers (sq. mm.) type 1 NDX/SDX:	Pile Fabric/Jekard 0.7-1.0 mm thickness
M	Area for standee passengers (sq. mm.):	400X350
N	Number of seats including one for wheel chair	As per AIS 052
O	Number of standees	33 seats + wheelchair + driver
P	Sitting/Standing Ratio	Calculation as per AIS 052
Q	Headrest	Not required
R	Seats side facing location	Not required
S	Seat arm	Not required
T	Magazine pouch	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.
U	Individual seat row fans	Not required
V	Reading lights	Not required
W	Seat back rest	Not required
X	Seat belts & their anchorage	Fixed
Y	Performance & strength requirements of:	As per CMVR
I	Driver seat	Required
II	Passenger seats	As per AIS 023
15.7.2	Gangway:	As per AIS 023
A	Minimum interior head room (Centre line of gangway) (mm)	1900mm including that in the rear overhang area.
I	At front axle:	As per AIS 052
II	At rear axle:	As per AIS 052
III	Other areas	As per AIS 052
B	Gangway width (mm) from gates to longitudinal space between seats (access to service doors)	(Ref figure-1) minimum 600 mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge.
C	Gangway width (mm) in longitudinal space between seats	As above
D	Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus)	As above
	Driver's working space	As per AIS 062



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TNS Mohanagar Palvanchai Mahamandal Ltd



Sr. No.	Description	Technical Specification
E	Driver's seat	As per AIS 052
15.6	Corrosion prevention & painting	
	Corrosion prevention treatment	
	Internal surfaces of structural members	
	External surfaces of structural members	
A	After drilling holes/welding	As per clause 3.17 of AIS 052
	Inter metallic galvanic corrosion prevention	
B	Primer coating	
C	Painting	
16	Electrical system	
16.1	Electrical cables:	As per AIS 052 and AIS 153 BIS marked, Copper conductors with fire retardant as per IS/ISO 6722:2006 as per appropriate class. Conductor cross-section varying as per circuit requirements, minimum cross-section 0.5 sq mm. Quality marking may also be as per equivalent or better European, Japanese, US standards, Conforming to IP 67 water & air tight for traction battery. For Bus Body Building Multiplex wiring
16.2	Conductor cross section	As per AIS 052
16.3	Safety requirements of electrical	Two nos. one Manual Battery cut - off switch (isolator switch) near driver's seat and one electronic on drivers dash board
A	Fuse	As per AIS 052 and AIS 153
B	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	
C	Location of cables away from heat sources	
D	Type approval of circuit diagram as per standards related to electric equipment wiring	
E	Battery cut - off switch (isolator switch):	
16.4	Wind screen wiper:	
A	Wiper motor:	
B	Wiper arm/blade:	As per CMVR: IS 15802
16.5	Driver cabin fan/AC vents	AC vents to be provided near driver
16.6	Lighting - internal & external and illumination	As per AIS 052 and AIS 153
16.7	Illumination requirements/ performance of:	
A	Dash board tell-tale lighting/control lighting	As per AIS 052
B	Cabin lighting - luminous flux/lamp for cabin lighting	As per AIS 052



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Fune Multitech Pvt. Ltd. (M/s. Multitech Pvt. Ltd.)



Sr. No.	Description	Technical Specification
C	Passenger area lighting – luminous flux of all lamps for Passenger area lighting	As per AIS 052
17	ITS enabled bus	Compliance to chapter 10 of UBS-II
18	Safety related items.	
18.1	Driver seat belt & anchorage duly type approved	ELR recoil type, 3 point mounting as per CMVR & AIS 052 conforming to AIS 005 & 015
18.2	Passengers seat belt.	As per AIS 052
18.3	Number/location	
18.3	Driver/Passenger/wheelchair seat belt anchorage	
18.4	Fire extinguisher.	10 kgs fire extinguishers in driver and passenger saloon.
18.5	First aid box.	1 number, as per provision of CMVR
18.6	Handrails minimum length* diameter* height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing of 32 mm dia, 3 mm thick. Rest as per AIS 052
18.7	Handholds	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay. Rest as per AIS 052
18.8	Stanchions	MS Tubing with sleeves. 40 mm dia & 3.15 mm
18.9	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every stanchions mainly for persons with disabilities.
18.10	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every stanchions mainly for persons with disabilities
A	Window guardrails.	Not Applicable.
B	In all school buses - minimum numbers.	As per AIS 052
C	In all other buses- minimum numbers.	
D	In AC super deluxe buses	As per AIS 052
I	Other details:	
ii	First guard rail at a height from window sill in mm	
18.11	The distance between two guard rails in mm	
18.12	Entrance/Exit guard/Step well guard.	800 mm minimum height extending $\geq$ 100mm more than centre line of sitting position of the Passenger.
18.13	Emergency exit doors, warning devices etc.:	as per AIS 052 and AIS 153
18.14	Front/Rear door, step well lights, door open sign	As per AIS 052
18.15	Mirrors (right/left side exterior/interior).	As per AIS 001 & 002. Interior with double curvature
18.16	Towing device front/rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the



CHIEF ENGINEER  
Pune Mahanagar Sevaha (Karamandi) Ltd



Sr. No.	Description	Technical Specification
		longitudinal axis of the bus. As per CMVR & IS 9760 - ring type Towing device front and rear required
18.17	Warning triangle	As per CMVR
18.18	Fog lighting	As per CMVR (Optional)
18.19	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system. FRP As per CMVR and AIS 052.
	Impact strength for bumpers	As per AIS 052
19	Miscellaneous items/requirements	
a	Type of window	Pasted glass windows.
b	Minimum height of window aperture (clear vision) 3 in mm	≥ 950
	3 Clear vision includes partition between fixed and sliding glass subject to a maximum width of 100 mm	As per AIS 052
c	Minimum height of upper edge of window aperture from bus floor	
d	Minimum width of windows (clear vision zone)	As per AIS 052
19.2	Cabin luggage carrier	As per AIS 052
19.3	Life cycle requirements of bus (whichever is earlier)	12 years or 10,00,000 Lakh Km OEM to take responsibility of bus bodies as well as of chassis for the period of warranty assured period.
20	Air conditioning system - test procedure for type approval	As per UBS II
20.1	Specifications	a) For up to 42°C of saloon temperature and b) For > 42°C of saloon temperature
20.2	Target results	a) 24± 4°C (up to 42°C) b) Temperature gradient of 15° (> 42°C of saloon temperature) eg. If the saloon temperature is 45o, then the target temperature inside the bus is 45o-15o= 30o c) Minimum average air velocity at air vent is 4.5 m/s
20.3	Apparatus	Lab condition and heating chamber
20.4	Procedure	1. Soak for 1 hour 2. At 2000 rpm. 3. Upto 42°C: pull down time 30 minutes (maximum) (for more than 42°C of saloon temperature, pull down time within 40 minutes (maximum)) 4. Thermocouple to be placed over place minimum 20 numbers at nose level



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Pune Mahanagar Parivahan Mahamandal Ltd



Sr. No.	Description	Technical Specification
20.5	Air curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m <sup>3</sup> /hr. at each gate. Type of air curtains at entry exit gates their power consumption etc. be accounted for while deciding engine power, etc.	Optional
21	Additional requirements	An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab
21.1	Air circulations and ventilation in driver's area	Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 - speed adjustment
21.2	Maximum noise levels inside the saloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020	As Per AIS 153
	Additional Requirements	
22	2 nos. of still dustbin in passenger saloon.  ITS requirement for public transport vehicle operation  RFID TAG	Chapter 10 of UBS II and Compliance to AIS:140  The bus manufacturer has to provide RFID TAG on the driver side glass on door window. The Operator has to match (shall be compatible) with the existing PMPML infrastructure.
23	Destination boards	Five destination boards, internal, front, side, right BRT side and rear to be provided. (4+ 1 PIS) Front and rear destination boards should be part of the bus body structure and not fitted externally. * All ITMS System & destination boards should be of good quality and make for better integration with the existing system.
24	Surveillance Cameras	Three cameras, two in the passenger's saloon and one for rear view.
25	Roof hatches	Two nos. roof hatches for ventilation
26	AMC	OEM to provide buses with AMC for 12 years as per PMPML requirement
27	Paint	Colour scheme as per PMPML requirement
28	Jack	10 nos



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Pune Mahanagar Parivahan Mahamandal Ltd



**IMP Note:**

- 1) Comprehensive trials shall be conducted for the buses proposed by the Technical Qualified Bidders. All charges and expenses associated with the trials shall be borne by the respective the Technical Qualified Bidders.
- 2) TDS on subsidy is applicable as per provision of Income Tax Act 1961.



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Rina Mohanagar Parvathan Vishamandal Ltd