TIRUCHIRAPPALLI CITY MUNICIPAL CORPORATION

DRAFT CONCESSION AGREEMENT (DCA)

OPERATION AND MAINTENANCE OF INTEGRATED BUS TERMINAL AT PANJAPPUR, TRICHY FOR TIRUCHIRAPPALLI CITY MUNICIPAL CORPORATION ON PUBLIC PRIVATE PARTNERSHIP ("PPP") MODE FOR A PERIOD OF 15 YEARS

RFP Ref: E1/4923/2025

Dated 24.04.2025

Tiruchirappalli City Municipal Corporation

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CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("**Agreement**") is entered into on this the [▪] day of [▪], 2025 ("**Effective Date**").

BETWEEN

1. The **TIRUCHIRAPPALLI CITY MUNICIPAL CORPORATION** represented by its Commissioner having its registered address at No. 58, Bharathidasan Road, Cantonment, Tiruchirappalli, Tamil Nadu, India – 620001 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, legal representatives, successors and assigns) of One Part.

AND

2. [▪], a special purpose company incorporated under the provisions of the Companies Act, 2013 with Corporate Identity Number (CIN) [▪] and having its registered office at [▪], represented by [▪] authorized vide Board Resolution dated [▪] (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

Hereinafter, the Authority and Concessionaire shall be individually referred to as "**Party**" and collectively as "**Parties.**"

WHEREAS:

A. The Authority recognizing the need for improving and maintaining the bus transport infrastructure intends to execute the O&M of Integrated Bus Terminal at Panjappur, Trichy for Tiruchirappalli City Municipal Corporation on Public Private Partnership (**"PPP"**) mode for a period of 15 (Fifteen) years (the "**Project**") in accordance with the terms and conditions to be set forth in this Agreement to be entered into by the Parties. The Project shall be financed by the Concessionaire who shall recover its investment and costs through levy and appropriation of User Fee *(defined herein)*.

B. The Authority had prescribed the technical and commercial terms and conditions and invited the financial proposals (hereinafter referred to as the "**Bid(s)**") by its Request for Proposal No. [▪] dated [▪] from the Bidders.

C. After evaluation of the Bids received, the Authority had accepted the Bid of [▪], having its CIN [▪] and having its registered address at [▪], (hereinafter referred to as the "**Selected Bidder**") and issued its Letter of Award No. [▪] dated [▪] (hereinafter called the **"LOA"**) to the Selected Bidder requiring, inter alia, the execution of this Concession Agreement within 30 (Thirty) days of the date of issue of the aforesaid LOA thereof.

D. The Selected Bidder has since promoted and incorporated the Concessionaire as a company under the Companies Act 2013 and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for undertaking the Project.

E. By its letter dated [▪], the Concessionaire has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof and has delivered to the Authority a legal opinion with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof.

F. The Concessionaire represents and warrants that it has duly fulfilled all the terms and conditions necessary for the execution of this Agreement as per the terms and condition in RFP, any addendum and/or corrigenda thereof and is in a position to execute this Agreement and implement the Project as envisaged in the RFP, any addendum and/or corrigenda thereof and this Concession Agreement.

G. Pursuant to the compliance by the Selected Bidder of the pre-conditions to the execution of this Concession Agreement, the Authority has agreed to the said request of the Selected Bidder and the Concessionaire and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for implementation of the Project, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

PART I: PRELIMINARY

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 34) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and/ or in the State, and as from time to time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a **"person"** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

(d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;

(f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;

(g) any reference today shall mean a reference to a calendar day;

(h) reference to a "**business day**" shall be construed as reference to a day (other than a Sunday) on which banks in the State are generally open for business;

(i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

(j) references to any date, period shall mean and include such date or period as may be extended pursuant to this Agreement;

(k) any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(l) the words importing singular shall include plural and vice versa;

(m) references to any gender shall include the other and the neutral gender;

(n) "**lakh**" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);

(o) "**Indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

(p) references to the "**winding-up**", "**dissolution**", "**insolvency**", or "**reorganization**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

(q) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this sub-clause (q) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

(r) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;

(s) the Schedules and Recitals to this Agreement and the RFP along with any corrigendum/ addendum, forms an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(t) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;

(u) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**"); and

(v) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes,

the General Clauses Act 1897 shall not apply.

1.3 Measurements and arithmetic conventions

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

1.4 Priority of agreements, clauses and schedules

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

(a) this Agreement;

(b) Corrigendum/Addendum;

(c) RFP

(d) all other agreements and documents forming part hereof or referred to herein,

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b), (c) and (d) above.

1.4.2 Subject to provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the dimension scaled from the Drawing and its specific written dimension,

the latter shall prevail; and

(e) between any value written in numerals and that in words, the latter shall prevail.

PART II – THE CONCESSION

ARTICLE 2: SCOPE OF THE PROJECT

2.1 Scope of the Project

The scope of the Project (the "**Scope of the Project**") shall mean and include, during the Concession Period:

(a) O&M of the Project on the Site set forth in Schedule-A in accordance with the requirements specified in Schedule-B and in accordance with the terms of this Agreement;

(b) performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

ARTICLE 3: GRANT OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, and agreeing to comply with all other terms and conditions of this Agreement including payment of Performance Security and the representations, warranties and covenants on part of the Concessionaire, the Authority hereby grants to the Concessionaire, the concession set forth herein including the exclusive right, license and authority to operate and maintain the Project (the "**Concession**") for a period of 15 (Fifteen) years commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein. The Concessionaire agrees and acknowledges to vacate and handover the Project upon expiry of the Concession Period in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carryout snagging, de-snagging and testing of the Project.

3.1.2 The Concessionaire shall be responsible for the O&M of the Integrated Bus Terminal established on a land parcel admeasuring 40.60 (Forty Point Sixty) acres at Panjappur,

Trichy (hereinafter referred to as the "**Integrated Bus Terminal**") along with associated amenities and facilities for a period of 15 (Fifteen) years (hereinafter the period of 15 (Fifteen) years shall be referred to as the "**Concession Period**"). The resources for facilities such as police outpost, timekeeper office, terminal office shall be provided by respective departments/ agencies of the Authority. The operation, queuing, routing and regulation of buses inside the Integrated Bus Terminal shall be carried out by Authority at its cost. For avoidance of any doubt, the responsibility of the Concessionaire shall not only be limited to operating and maintaining of the infrastructure pertaining to Integrated Bus Terminal operations but also the collection of User Fee in accordance with the terms and conditions of this Agreement.

3.1.3 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

(a) Right of access and license to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;

(b) Market, manage, operate and maintain the Project and regulate the use thereof by third parties;

(c) Demand, collect, revise and appropriate User Fee from Users liable for payment of such User Fee for using the Project or any part thereof;

(d) Perform and fulfill all the Concessionaire's obligations under and in accordance with this Agreement;

(e) Save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;

(f) Neither assign, transfer or sublicense/sublet or create any lien or encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project nor transfer, license/sub-license, lease, or part possession thereof, save and except as expressly permitted by this Agreement.

(g) To apply for renewal and obtain all requisite approvals, consents and authorizations including those from all relevant Government Instrumentality, for the O&M of the Site and to ensure that the same are effective and valid;

(h) Shall not sell or mortgage the title of the Site or any of the whole or part thereof and it shall, on the Date of Handover vacate and hand over the Site along with any Project Assets to the Authority or its nominated agency in accordance with the provisions hereof in this Agreement;

(i) Shall be entitled to Revenue collection- as per Annexure 7 of this Agreement;

(j) If any new Project assets/ facilities are being created in the Integrated Bus Terminal upon the requirement and decision of the Authority, then the Authority shall bear the cost of the same and the Concessionaire shall be responsible for the O&M of the new Project assets/facilities. In case the Concessionaire proposes to develop any new Project asset/facilities the same shall be carried out at the cost of the Concessionaire. Upon the termination of the Project, the Concessionaire shall transfer the said facilities to the Authority. However, the O&M of new Project asset/facilities as aforementioned shall continue to be carried out by the Concessionaire at its cost;

(k) If any structural modifications are required to be made to the existing Project asset/facilities by the Concessionaire, the same shall be carried out at the cost of the Concessionaire with prior written approval of the Authority in conformity with the Good Industry Practice and Applicable Laws as per the procedure outlined in the Concession Agreement; and

(l) If any structural modifications are required to be made to the existing Project asset/facilities by the Authority, the same shall be carried out at the cost of the Authority without affecting the revenue of the Concessionaire and after completion of structural modifications, these Project assets/ facilities shall be handed over to the Concessionaire during the Concession Period. The Concessionaire shall be responsible for the O&M of such facility without any financial implication or claim on the Authority.

ARTICLE 4: CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4 or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "**Conditions Precedent**") save and except to the extent of waiver, if any, that a

Party may grant in accordance with the provisions of Clause 4.1.3.

4.1.2 The Concessionaire may, upon providing the Performance Security to the Authority in accordance with Article 9, require the Authority to satisfy any or all of the Conditions Precedent of the Authority set forth below within a period of 60 (Sixty) days from the Effective Date and the Conditions Precedent required to be satisfied by the Authority prior to the commencement of Trial Run Period shall be deemed to have been fulfilled when the Authority shall have:

(a) procured for the Concessionaire, the right of access to the Site in accordance with the provisions of this Agreement; and

(b) handed over of the functional Site to the Concessionaire without any snag / defect in good working condition including warranties, guarantees, and any required operational licenses post testing and commissioning of the Project.

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire within a period of 60 (Sixty) days from the Effective Date of Agreement shall be deemed to have been fulfilled when the Concessionaire shall have:

(a) provided Performance Security to the Authority within the timelines stipulated in Article 9.1;

(b) provided Concession Fee for the first quarter on the Effective Date;

(c) executed and procured execution of the Escrow Agreement;

(d) mobilized the resources at the Project Site;

(e) procured/renew as applicable, all the Applicable Permits as specified in Schedule-C unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect;

(f) delivered to the Authority {from the Members of the Consortium, } confirmation of the correctness of the representations and warranties set forth in Sub-clauses (k) and (l) of Clause 7.1 of this Agreement.

(g) delivered proof of its shareholding pattern, evidenced by certificates from the statutory auditors.

(h) delivered certified-as-true copies by a Director of the Concessionaire of all resolutions adopted by the Board of Directors of the Concessionaire authorizing the

execution, delivery and performance by the Concessionaire under this Agreement and each of the Project Agreements;

(i) executed and delivered to the Authority the letter acknowledging receipt of possession of Site;

(j) delivered true copies of the constitutional documents of the Concessionaire certified by the Director of the Concessionaire;

(k) procured insurances in the name of the Authority for entire development cost of the Project amounting to a maximum of Rs. 275 (Rupees Two Hundred and Seventy-Five) crores in terms of this Agreement; and

(l) provided Working Capital Facility Agreements to the Authority.

Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Authority may at any time, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

4.1.4 Each Party shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 The Parties shall notify each other in writing at least once in 15 (Fifteen) days on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

4.2 Damages for delay by the Authority

In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire, Rs. 1.5 lakhs (Rupees One Lakh and Fifty Thousand Only) as Damages for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 15% (Fifteen percent) of Performance Security.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfill the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority, Rs. 3 lakhs (Rupees Three Lakhs Only) as Damages for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 30% (Thirty percent) of Performance Security.

4.4 Commencement of Concession Period

Upon fulfillment of all the Conditions Precedent specified in Clause 4.1.2 and 4.1.3, a 15 (Fifteen) day trial run period shall be initiated ("**Trial Run Period**") from the 61st (Sixty First) day or from the 91st (ninety first) day, in case of Cure Period of 30 (Thirty) days being provided, as the case may be, from the Effective Date of the Agreement and the 16th (Sixteenth) day after the commencement of Trial Run Period shall be considered as the Appointed Date which shall be the date of commencement of the Concession Period and during which the Concessionaire is authorized to carry out the Project in accordance with the provisions hereof. For the avoidance of doubt, the Parties agree that the Concessionaire may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Authority, and shall thereupon be entitled to commence O&M of the Project during the Concession Period. Provided further that:

(a) In the event of termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Date of Handover.
(b) At the end of the Concession Period or earlier termination of this Agreement for any reason whatsoever, all rights given under this Concession Agreement shall cease to have effect and the Site and the Project Assets shall be handed over to the Authority in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carryout snagging, de-snagging and testing of the Project.

4.5 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2 and 4.3 and subject to the provisions of Clause 9.2, the Parties expressly agree that 60 (Sixty) days shall be considered for fulfilling Conditions Precedent, failing which a Cure Period of 30 (Thirty) days shall be

provided. In case of failure in fulfilment of conditions precedent in the Cure Period, the Concession Agreement shall stand terminated. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security shall be encashed and appropriated by the Authority as Damages thereof.

Without prejudice to and notwithstanding anything to the contrary set out in the foregoing, the Parties may by mutual agreement in writing decide to extend the time for fulfilling the Conditions Precedent.

ARTICLE 5: OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the operation, maintenance and handover of the Project and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits / approvals (including renewals as required) in the performance of its obligations under this Agreement.

5.1.3 Subject to the provisions of Clauses 5.1.1 and 5.1.2, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.1.4 The Concessionaire shall, at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for renewal of Applicable Permits/ approvals for O&M of the Project/ clearances other than those set forth in Clause 4.1.3, and renew and keep in force and effect such Applicable Permits in conformity with Applicable Laws;

(b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Project;

(c) perform and fulfill its obligations under the Working Capital Facility Agreements;

(d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

(e) ensure and procure that its Contractors/ sub-licensees comply with all O&M related Applicable Permits and required approvals as per Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;

(f) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

(g) support, cooperate with and facilitate the Authority in the O&M of the Project in accordance with the provisions of this Agreement;

(h) carry out its obligations and duties with regard to the O&M of the Project in accordance with provisions of this Agreement. The obligations shall include all works arising from any obligation of the Concessionaire, and all duties not mentioned in this Concession Agreement, but which may be inferred to be necessary for the safe, reliable and efficient O&M of the Project;

(i) vacate and handover the Project to the Authority in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carry out snagging, de-snagging and testing of the Project upon termination of this Agreement, in accordance with the provisions of this Agreement;

(j) ensure that all equipment and facilities related to the Project are operated and maintained in compliance with the Safety Requirements and Good Industry Practice. Additionally, the Concessionaire shall follow the maintenance guidelines and operational standards provided by the manufacturers for performance of its obligations under this Agreement;

(k) remove promptly from the Site, all waste materials (including without limitations, hazardous materials and wastewater), rubbish and other debris (including without limitation accident debris) and shall keep the Site in a neat and clean condition and in conformity with the Applicable Laws and Applicable Permits;

(l) provide to Authority reports on regular basis during the Concession Period;

(m) undertake the repayment of working capital in accordance with the Working Capital Facility Agreements;

(n) ensure and procure that each Project Agreement contains provisions that entitle Authority to terminate this Agreement on account of default or breach by the Concessionaire;

(o) take all reasonable precautions for the prevention of accidents on or about the Project and provide all reasonable assistance and emergency medical aid to accident victims. A medical service provider shall be made available at the Project at all times at the expense of the Concessionaire. The medical service provider shall be appointed by the Authority;

(p) indemnify the Authority against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Concessionaire in connection with the performance of its obligations under this Agreement; and

(q) comply with the Divestment Requirements and the Site should be handed over to the Authority in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carry out snagging, de-snagging and testing of the Project upon Termination of the Agreement.

(r) allocate 5% (Five percent) of the retail space to the Authority for any usage as earmarked in Schedule B- Appendix 1- Annexure 6 of this Agreement at the rate fixed by the Authority. This allocation may be utilized for various purposes by the Authority, including but not limited to retail. Further, for the designated 5% retail space allocated to the Authority as earmarked in Schedule B- Appendix 1- Annexure 6 of this Agreement, necessary agreements shall be executed between the Authority and the Concessionaire. Notwithstanding the foregoing, the Authority may license the aforementioned space to any Government Instrumentality or any other agency at its sole discretion. The Authority shall execute all necessary license/sub-license agreements or other relevant documentation with the designated Government Instrumentality or any other agency to formalize such licensing/sub-licensing arrangements.

(s) The Concessionaire shall set up and maintain Manjappai Vending Machines at up to 3 (Three) locations within the Integrated Bus Terminal in accordance with the drawings specified in Schedule B-Appendix I-Annexure 1 (Point v - Drawings) of this Agreement. However, the Concessionaire shall be responsible for bearing the electricity charges associated with the O&M of such vending machines.

(t) The Concessionaire may set up and maintain water bottle vending machines within the Integrated Bus Terminal in accordance with the drawings specified in Schedule B-Appendix I-Annexure 1 (Point v - Drawings) of this Agreement, provided that such installation does not obstruct, hinder, or create any visual barrier to public movement, vehicular circulation, or overall accessibility within the Integrated Bus Terminal.

(u) One kiosk each shall be allocated to the Integrated Bus Terminal Auto Association and Integrated Bus Terminal Cab Association which is registered with the Authority, near the main entrance and main access points of the Integrated Bus Terminal, as identified by the Authority. These kiosks shall be maintained by the Concessionaire free of cost.

(v) The Concessionaire may organize promotional events or set up promotional kiosk desks within the Site, provided that such activities do not hinder public movement and are conducted with prior written approval from the Authority. Each individual kiosk shall not exceed 200 square feet in size, and the total combined area occupied by kiosks or event spaces shall not exceed 2,000 square feet at any given time.

(w) An e-Seva Centre within the Integrated Bus Terminal may be established by the Concessionaire at its discretion and cost for public convenience in accordance with the drawings specified in Schedule B-Appendix I-Annexure 1 (Point v - Drawings) of this Agreement.

(x) The Concessionaire shall endeavor to achieve net zero status within the Site by installing necessary solar panels or utilizing alternative renewable energy sources within the Site, subject to obtaining the required approvals from the Authority and in compliance with Applicable Laws.

(y) Shall set up an office space within the Integrated Bus Terminal for their own administrative purpose as specified in Point v: Drawings Annexure 1(Area Statement) - Appendix I-Schedule B of this Agreement.

5.2 Obligations relating to Project Agreements

5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.

5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 15 (Fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/ or observation of the Authority and/ or its failure to review and/ or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever. It shall be the responsibility of the Concessionaire to ensure the Project Agreements are in compliance with this Agreement.

5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Working Capital Facility Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority.

5.2.4 The Concessionaire is permitted to sub-license the Project comprising of the Integrated Bus Terminal along with associated amenities & facilities in accordance with terms and conditions of this Agreement. However, the Authority reserves its right to verify or seek further clarification for all the relevant documents. In case of any deviation from the

terms of this Agreement, the Concessionaire should procure prior written approval of the Authority, provided:

(a) the period of the sub-license shall be co-terminus with the period of this Concession Agreement. Upon termination of this Agreement, the sub-license so granted by the Concessionaire shall also stand terminated.

(b) in case of pre-mature Termination of this Concession Agreement, the sub-license also shall stand terminated at the discretion of the Authority, with all proceeds/ rentals arising from such sub-licensing of the Project accruing solely to the Authority. However, the Concessionaire shall ensure that an appropriate clause with respect to pre-mature Termination is included in the proposed sub-license agreement with the sub-licensee in order to give effect to the aforementioned.

(c) the Concessionaire shall furnish the copy of the signed sub-license agreement to the Authority for its information and record within 5 days of execution of such sub-license agreements. Any amendments to the sub-license agreement shall not be made without prior written permission of the Authority.

(d) the sub-license agreements shall strictly conform to the terms and conditions of this Agreement and shall not contain any provision which is directly or indirectly violative of the terms and conditions of this Agreement and/ or causes any Material Adverse Effect on the interests of the Authority under this Agreement.

5.2.5 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to terminate this Agreement (the "**Covenant**"). The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, where under such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority

in the event of Termination.

5.3 Obligations relating to Change in Ownership

5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:

(a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% (twenty-five per cent) or more of the total Equity of the Concessionaire; or

(b) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him:

shall constitute a Change in Ownership requiring prior written approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.2:

(i) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Concessionaire;

(ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and

(iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situated in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.4 Obligations relating to employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective function. Proof of training, educational certificates, and previous experience shall be provided by the personnel and is subject to verification by the Authority at any time.

5.5 Facilities for differently abled and elderly persons

The Concessionaire shall, comply with existing guidelines, norms, rules, and regulations, guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof with regard to the O&M of any government facility, or public place in terms of accessibility, inclusivity, allotment of space as well as the provisions set by any Government Instrumentality to ensure the existence, O&M of a barrier free environment for the differently abled and for elderly persons using the Project.

5.6 Branding of Project

The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders or its sub-licensees. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Project to advertise or display its own identity, brand equity or business interests, including those of its shareholders and sub-licensees, save and except as may be necessary in the normal course of business with the prior written consent of the Authority. For the avoidance of doubt, it is agreed that the Concessionaire may display

its own name at a spot where other public notices are displayed for the Users. It is further agreed that the Project shall be known, promoted, displayed and advertised by the name of the Authority. External appearance of the Project should not be modified/altered to give an impression to a prudent person that the Project is owned/sponsored by any other person.

5.7 Sole purpose of the Concessionaire

The Concessionaire having been incorporated for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein. The Concessionaire shall not have any shareholding interest or otherwise in any entity, contractors/ suppliers/ consultants or any other form of arrangement with any person, which may allow it to undertake or perform any other business activity.

5.8 Obligations relating to basic amenities and facilities

The Concessionaire shall, during the entire term of the Concession Period, in addition to the infrastructure required to be operated and maintained by it under this Agreement, provide and maintain amenities, in adequate numbers in accordance with Good Industry Practice for non-discriminatory use by the Users of the Project including obligations relating to medical aid.

5.9 Obligations relating to medical aids

For providing aid and assistance in medical emergencies relating to the Project, the Concessionaire shall set up and maintain a medical aid post equipped to render first aid including ambulance facilities and assist in accessing emergency medical aid from hospitals in the vicinity.

5.10 Security and Safety at the Site

For Security and safety at the Site, the Concessionaire shall:

i. maintain the boundary wall and other suitable protection around the Site and shall be responsible for the security arrangements for the Site in order to maintain safe and orderly conduct of its business and the security thereof.

ii. engage and depute trained personnel for maintaining the security and safety of

Users inside the Site in accordance with Good Industry Practice.

iii. abide by and implement any instructions of the Authority for enhancing the security within and around the Site.

ARTICLE 6: OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expenses undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:

(a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits (if any) required from any Government Instrumentality for O&M of the Project;

(b) The Authority shall ensure availability of all necessary infrastructure facilities and utilities at Site, including water, drainage electricity etc., at rates and on terms no less favorable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services. However, the Concessionaire shall make payments for the above-mentioned facilities and utilities to the respective departments. In the event of water shortage, power cuts other similar events, the Authority shall not be liable to the Concessionaire for any damages, losses direct or indirect, arising from such water shortage/ power cuts and similar other events. Furthermore, Government Instrumentality shall be responsible for paying any utility/facility charges associated with the use of the office spaces occupied by them.

(c) procure that no barriers are erected or placed on or about the Project by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security or law and order or collection of inter-state taxes;

(d) subject to Clause 3.1.1 and in accordance with Applicable Laws, grant to the Concessionaire the authority to regulate use of the Project;

(e) assist the Concessionaire in procuring police assistance for regulation of movement of Users/ traffic, removal of trespassers and security on or at the Project;

(f) not do or omit to do any act, deed or thing which may, in any manner be violative of any of the provisions of this Agreement;

(g) support, cooperate with and facilitate the Concessionaire in the operation of the Project in accordance with the provisions of this Agreement;

(h) The Authority shall be responsible for replacing the assets belonging to the Authority after its normal lifespan, as specified by the machinery supplier. However, the Authority is not responsible for damages caused due to poor maintenance, failure to meet standard operating procedures, or negligence by Concessionaire. In such cases, the Concessionaire shall be responsible for replacing the assets. In case of dispute, the decision of the Authority shall be final and binding.

(i) The Authority shall appoint, at its cost, an internal technical audit agency to monitor the O&M of the Project. The role of the internal technical audit agency shall include but not be limited to:

  (a) evaluate compliance with various laws, rules, policies and procedures;
  (b) overseeing resources and checking compliance with safety measures as aforesaid in the Concession Agreement.
  (c) provide a systematic and independent examination of the Project's compliance with the Concession Agreement and submit the report to the Authority.
  (d) evaluate damage claims based on disruption, changes in conditions, changes in scope, or consequential damages.

(j) Yearly audit for verification of adherence with Key Performance Indicators (KPIs) of the Concessionaire shall be undertaken by the Authority through a third-party independent auditor at the cost of the Concessionaire.

ARTICLE 7: REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1 Representations and warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

(a) it is duly organized and validly existing under the laws of jurisdiction of its incorporation, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated

hereby;

(b) it has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) {the Selected Bidder and its/their} Associates have the financial standing, capacity and resources to fund the required Equity and to raise the working capital necessary for undertaking O&M of the Project in accordance with this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable against it in accordance with the terms hereof;

(e) it is subject to the laws of India, and hereby, expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;

(f) the information furnished in the Bid and as updated on or before the Effective Date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of any member of the Consortium} or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or constitute a default of the Concessionaire under this Agreement or which individually or in the aggregate may result in any material impairment on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform any of its obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;

(k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the Concessionaire in case of Consortium, shall ensure that until the expiry of a period of 3 (three) years from the Effective Date of this Agreement (hereinafter this period shall be referred to as the Lock-in Period), the Consortium Members shall collectively hold 100% (Hundred percent) of the issued and paid-up share capital in the SPV, with at least 51% (Fifty-One percent) of such issued and paid-up share capital being held by the Lead Member. Upon the expiry of the Lock-in Period, the Lead Member and the other Members of the Consortium shall collectively maintain a minimum shareholding of 51% (Fifty-One percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period, with at least 26% (Twenty-Six percent) of such issued and paid-up share capital being held by the Lead Member;

(l) the Selected Bidder is duly organized and validly existing under the laws of the jurisdiction of its incorporation or registration, as the case may be, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(m) all its rights and interests in the Project shall pass to and vest in the Authority on the Date of Handover / Termination free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets including materials, supplies or equipment forming a part thereof shall be acquired by it, subject to any agreement under which a security interest or

other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement. All assets including materials, supplies or equipment forming a part thereof shall be handed over to the Authority in good working condition subject to normal wear and tear along with warranties/ guarantees and necessary operational licenses after snagging, de-snagging and testing of the Project on the Date of Handover. Any investment or assets, such as solar panels that were created during the Concession Period shall be deemed to be the property of the Authority. All plant and machinery, equipment, tools, etc. that have been purchased or leased for the purpose of O&M by the Concessionaire shall be required to be removed from the Site before vacating the Project and handing over the Project to the Authority. The liability of any asset is not transferable to the Authority. The Concessionaire shall maintain an asset register, which shall be checked and validated on a regular basis by the Authority;

(n) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(o) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith; and

(p) all information provided by the Selected Bidder in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;

(q) all undertakings and obligations of the Concessionaire and/or Selected Bidder arising from the Request for Proposals or otherwise shall be binding on the Concessionaire as if they form part of this Agreement.

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has

taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement;

(c) it has the financial standing and capacity to perform its obligations under this Agreement;

(d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) it has complied with Applicable Laws in all material respects;

(f) it has good and valid right to the Site and has power and authority to grant a license in respect thereto to the Concessionaire;

(g) to the best of its knowledge and belief, there are no actions, suits or proceedings pending at law or in equity before any court or before any other judicial, quasi-judicial or other Government Instrumentality, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any Material Adverse Effect upon its ability to perform its obligations under this Agreement;

(h) all information provided by it in response to the Request for Proposals, including amendments thereto or disclosures thereunder, in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;

(i) upon the Concessionaire paying the annual Concession Fee and performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Concessionaire, except in accordance with this Agreement;

(j) It has the right, power and authority to manage and operate the Project up to the Appointed Date; and

(k) It is duly organized and validly existing under the laws of India.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such

Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

ARTICLE 8: DISCLAIMER

8.1 Disclaimer

8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Site, existing structures, local conditions, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it or any entity claiming under it shall have no claim whatsoever against the Authority in this regard.

8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, the Selected Bidder and/or its/ their Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement or render it voidable.

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift

to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

8.1.5 Concessionaire acknowledges and hereby accepts the costs, time, resources, risks and hazards associated with the performance of its obligations hereunder and hereby agrees that Authority shall not be liable for the same in any manner whatsoever to Concessionaire, other than as expressly provided in this Agreement.

8.2 Deemed Knowledge and Disclaimer

Subject to the provisions of this Agreement, the Concessionaire shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the O&M of the Project and all its other rights and obligations under or pursuant to this Agreement regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or not foreseen) and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or not foreseen and the Concessionaire shall have no right whether express or implied to bring any claim against, or to recover any compensation or other amount from, the Authority and/or any of their agencies other than in respect of those matters in respect of which express provision is made in this Agreement.

PART III OPERATIONS

ARTICLE 9: PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority on the Effective Date of this Agreement, performance security in the form of an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs.10 crores (Rupees Ten Crores Only) in the form set forth in Schedule-D (the "**Performance Security**"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

9.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire on the Effective Date of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the

Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, or failure to remedy such default in the Cure Period, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Concessionaire Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 15 (Fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with the provisions herein. Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default or for satisfying any Condition Precedent, and in the event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with the provisions herein.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect throughout the period of the Concession Agreement and shall be released 6 (Six) months after the expiry of Concession Period, provided, however, that the Performance Security shall not be released and shall be kept alive by the Concessionaire if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for the release of the Performance Security along with the particulars which establish satisfaction of the Authority, the Authority shall release the Performance Security forthwith.

ARTICLE 10: RIGHT OF ACCESS

10.1 The Site

The Site of the Project shall comprise the Integrated Bus Terminal as described in Schedule-A; and in respect of which the right of access shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement (the **"Site"**). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the new Integrated Bus Terminal as set forth in Schedule-A.

10.2 License and Right of Access

10.2.1 The Authority hereby grants to the Concessionaire access to the Site for carrying out any surveys, investigations and tests that the Concessionaire may deem necessary, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations, inspections and tests carried out or work undertaken by the Concessionaire on or about the Site pursuant hereto in the event of Termination or otherwise.

10.2.2 In consideration of the Concession Fee, this Agreement and the warranties and representations on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, the rights to operate and maintain the Site from the Appointed Date. The Site shall be handed over by the Authority to the Concessionaire in good working condition, free from any snags or defects, and will include warranties, guarantees, and necessary operational authorizations after testing and commissioning. The Concessionaire shall have the right to operate and maintain the Site, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the Site, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

10.2.3 It is expressly agreed that the license granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the license, upon the Termination of this Agreement for any reason whatsoever.

10.3 Procurement of the Site

10.3.1 Within 60 (Sixty) days from the Effective Date, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site to verify all the developments at the Site and prepare a memorandum containing an inventory of the Site including the buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix (the "**Appendix**") specifying in reasonable detail those parts of the Site to which access has not been granted to the Concessionaire. Signing of the memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to provide Concession to the Concessionaire for operating and maintaining the Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.

10.3.2 In case of any dispute between the Concessionaire and the Authority in relation to the survey of the Site and the Appendix, the decision of the Authority shall prevail and shall be binding on the Concessionaire.

10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Date of Handover, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

10.3.4 The Authority shall make adequate efforts to the extent possible to handover, no later than 60 (Sixty) days from the Appointed Date, the right of access to the Concessionaire in respect of Site included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to the Concessionaire Damages under and in accordance with the provisions of Clause 4.2 commencing from the Appointed Date until right of access is granted to the Concessionaire.

10.4 Site to be free from Encumbrances

The Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances to enable the Concessionaire to discharge obligations as per this Agreement.

10.5 Protection of Site from Encumbrances

During the Concession Period, the Concessionaire shall protect the Site from any and all encroachments and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Access to the Authority

10.6.1 The license, access and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.7 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the license granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges and agrees that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the Authority or the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority.

ARTICLE 11: UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

The Concessionaire is required to promptly notify the Authority in the event that any notice is issued by any other government agency owning the existing roads, right of access or utilities on or under the Site and shall comply with the instructions provided by the Authority. The Authority shall, upon a written request from the Concessionaire, initiate and undertake at its own cost such necessary actions/ proceedings for granting right of access necessary for such diversion.

11.2 New utilities and roads

The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Concessionaire, the Authority shall pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause 11.2 shall not in any manner relieve the Concessionaire of its obligation to maintain the Project in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

11.3 Reasonable Support of the Authority

The Parties agree that the Authority shall assist the Concessionaire with all reasonable support on best endeavors basis to the Concessionaire required for fulfilment of all obligations specified in Article 11.

ARTICLE 12: OPERATION AND MAINTENANCE

12.1 O&M obligations of the Concessionaire

12.1.1 The Concessionaire shall operate and maintain the Project excluding regulating the operations of the Buses, in accordance with this Agreement to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Good Industry Practice. The obligations of the Concessionaire hereunder shall include the following as well as the obligations which are detailed in Schedule B Appendix 1 of this Agreement:

(a) Conducting regular cleaning of both the internal and external areas in order to adhere to the necessary service standards;

(b) Permitting and ensuring safe, smooth and uninterrupted use of the Project, including prevention of loss or damage thereto, during normal operating conditions;

(c) Collecting and appropriating the User Fee;

(d) Minimizing disruption in the event of accidents or other incidents affecting the safety and use of the Project by providing a rapid and effective response and maintaining liaison with emergency services of the State;

(e) Carrying out periodic preventive maintenance of the Project;

(f) Undertaking routine maintenance for keeping the Project in good health including prompt repairs of cracks, joints, markings, lighting, signs and other control devices except for defaults arising due to poor workmanship or construction defaults of the Authority;

(g) Preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Project;

(h) Preventing, with the assistance of the concerned law enforcement agencies, any encroachments on, or unauthorized entry to the Project;

(i) Protection of the environment and provision of equipment and materials thereof;

(j) O&M of all communication, control and administrative systems necessary for the efficient operation of the Project and for providing safe, smooth and uninterrupted use of the Project;

(k) Maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies;

(l) Complying with Safety Requirements in accordance with provisions herein;

(m) Exercising appropriate control over Contractors, subcontractors and managing, directing, administering, and supervising their working to ensure compliance with the provisions of this Agreement. The Concessionaire may outsource/sub-license any of the activities including but not limited to security, technical, parking, advertisement, , etc. However, the primary responsibility shall remain with the Concessionaire; provided further that such sub-licensing shall be subject to the condition that no terms of the sub-licensing agreement shall contravene the provisions of this Agreement or result in any material deviation from its clauses. In

the event of any contravention or material deviation, the Authority reserves the right to revoke the permission granted for sub-licensing. Upon such revocation, the Concessionaire shall be obligated to cancel the sub-license agreement with immediate effect.

(n) Ensuring coordination with the Authority and other relevant departments to facilitate the seamless operation of the Site;

(o) Granting sub-licenses for Omni Bus;

(p) Making provision for Omni bus offices based on market demand, at the prevailing market rate, and subject to availability of space. A total of 100 (One Hundred) bus bays will be designated specifically for omni buses.

(q) Obtaining operational/renewal of licenses for all plant and machinery and any other necessary approvals during O&M;

(r) Carrying out day to day repairs and maintenance;

(s) Conducting structural audits on an annual basis;

(t) Payment of utilities, excluding property tax, the utility payments incurred for the corresponding retail area shall be reimbursed;

(u) Renovating the Project once every 3 years to address minor defects and other repairs arising from the normal wear and tear. The renovation should include all such activities that shall enable the full functioning of the Project in good working condition and undertake activities including but not limited to painting/whitewash etc.;

(v) Providing yearly structural certification until the handover of the Project;

(w) Ensuring the smooth operation of the bus operation software;

(x) Ensuring that the Concessionaire has AMC/CAMC in place for all plant and machineries throughout the entire Concession Period. The Concessionaire shall be provided with a copy of the applicable AMC, as provided by the Original Equipment Manufacturer (OEM), during the warranty period or any extended period thereof, by the Authority;

(y) Service level requirements under the service level agreement (SLA) are indicative in nature, any further changes in SLA requirements shall be at the cost of the

Concessionaire without any financial implication or claim on the Authority and without affecting the annual Concession Fee payable to the Authority. If the Authority makes any modifications to the maintenance programme in order to comply with the Service Level Agreement, the Concessionaire shall ensure that they follow the guidelines outlined in the manufacturers' manual or adhere to good industry practices. These modifications will not result in any financial or legal implications for the Authority;

(z) Monitoring all buses (Omni, SETC, TNSTC, local buses, PRTC) and other private vehicles such as 4-wheelers, 2-wheelers, autos, and taxis at the Integrated Bus Terminal. This monitoring will be done using a combination of ANPR (Automatic Number Plate Recognition) cameras and boom barriers at both the entry and exit points. The data will be made accessible online in real-time. The designated officer of the Authority and the Concessionaire shall countersign and verify the number of vehicles on a daily basis; and

12.1.2 The Concessionaire shall remove promptly from the Site, all, waste materials (including hazardous materials and wastewater), rubbish and other debris (including, without limitation, accident debris) and keep the Project in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice. For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at the location as specified by the Authority.

12.1.3 The Concessionaire shall maintain, in conformity with Good Industry Practice, all stretches of approach roads or other structures situated on the Site. If any structural modifications are required to be made to the existing Project asset/facilities by the Concessionaire, the same shall be carried out at the cost of the Concessionaire with prior written approval of the Authority in conformity with the Good Industry Practice and Applicable Laws (*defined herein*) as per the procedure outlined in the Concession Agreement.

If any structural modifications are required to be made to the existing Project asset/facilities by the Authority, the same shall be carried out at the cost of the Authority without affecting the revenue of the Concessionaire and after completion of structural modifications, these Project assets/ facilities shall be handed over to the Concessionaire

during the Concession Period (defined herein). The Concessionaire shall be responsible for the O&M of such facility without any financial implication or claim on the Authority.

If any new Project assets/ facilities are being created in the Integrated Bus Terminal upon the requirement and decision of the Authority, then the Authority shall bear the cost of the same and the Concessionaire shall be responsible for the O&M of the new Project assets/facilities. In case the Concessionaire proposes to develop any new Project asset/facilities the same shall be carried out at the cost of the Concessionaire. Upon the termination of the Project, the Concessionaire shall transfer the said facilities to the Authority. However, the O&M of new Project asset/facilities as aforementioned shall continue to be carried out by the Concessionaire at its cost.

12.1.4 Without prejudice to any other rights or remedies arising under the Concession Agreement if the Concessionaire fails in performing the O&M obligations and such a failure is not cured in accordance with Clause 12.5 dealing with damages for breach of maintenance obligations then such a failure shall constitute a breach of or default under this Concession Agreement.

12.2 Maintenance Manual

12.2.1 No later than 30 (thirty) days prior to the Appointed Date, the Concessionaire shall, evolve a repair and maintenance manual (the "**Maintenance Manual**") for the regular and preventive maintenance of the Project in conformity with the Safety Requirements and Good Industry Practice, and shall provide 2 (two) copies thereof to the Authority for their written approval. The Maintenance Manual shall be revised and updated every year or as required by the Authority.

12.2.2 Without prejudice to the provision of Clause 12.2.1, the Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that their overall condition conforms to Good Industry Practice.

12.3 Maintenance Program

12.3.1 On or before Appointed Date and no later than 15 (Fifteen) days prior to the beginning of each Accounting Year during the Concession Period, as the case may be, the Concessionaire shall provide to the Authority its proposed annual program of preventive,

urgent and other scheduled maintenance (the "**Maintenance Program**") to comply with the Maintenance Manual and Safety Requirements. Such Maintenance Program shall include:

(a) preventive maintenance schedule;

(b) arrangements and procedures for carrying out urgent repairs;

(c) criteria to be adopted for deciding maintenance needs;

(d) intervals and procedures for carrying out inspection of all elements of the Project;

(e) intervals at which the Concessionaire shall carry out periodic maintenance;

(f) arrangements and procedures for carrying out safety related measures; and

(g) intervals for major maintenance works and the scope thereof.

(h) Software for O&M shall be made mandatory for effective supervision, tracking, compliance, approval and transparency in process.

12.3.2 Within 15 (Fifteen) days of receipt of the Maintenance Program, the Authority may review the same and convey its comments to the Concessionaire with particular reference to its conformity with the Maintenance Manual and Safety Requirements. Notwithstanding the forgoing, the Authority is not liable in any manner to review and convey its comments.

12.3.3 The Concessionaire may modify the Maintenance Program as may be reasonable in the circumstances, and the procedure specified in this clause shall apply *mutatis mutandis* to such modifications.

12.3.4 Any changes suggested by the Authority to the Maintenance Program shall be adhered to as per the manual of manufacturers or Good Industry Practice. These changes shall not have any financial or legal impact on the Authority.

12.4 Safety, breakdowns and accidents

12.4.1 The Concessionaire shall ensure safe conditions for the Users, and in the event of unsafe conditions, closures, diversions, breakdowns and accidents, it shall follow the relevant operating procedures including the setting up of temporary lights and removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

12.4.2 The Concessionaire's responsibility for rescue operations on the Project shall be limited

to an initial response to any particular incident until such time as the competent authority takes charge and shall include prompt removal of vehicles or debris or any other obstruction, which may endanger or interrupt the use of the Project. For this purpose, it shall take appropriate measures to maintain and operate appropriate round-the-clock mechanisms.

12.5 Damages for breach of maintenance obligations

In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Annexure 3 – Key Performance Indicators under Service Level Agreement within the standard repair period specified therein (hereinafter referred to as "**Minimum Requirement Period**"), notice shall be given by the Authority at the expiry of the Minimum Requirement Period as per the Annexure 3 (Schedule B- Appendix 1) granting an additional repair period along with imposition of appropriate penalty mentioned in Schedule B- Appendix 1-Annexure 3 of this Agreement for the rectification of the defect (hereinafter referred to as "**Additional-Compliance Period**"). If the defect is not fixed within the specified Additional-Compliance Period, the Authority will send a second notice to the Concessionaire at the expiration of the Additional-Compliance Period, providing a one-time Cure Period to rectify the defect. The duration of the Cure Period shall be as per Minimum Requirement Period, or any further extension as determined by the Authority. If the defect is not remedied by the end of the aforementioned Cure Period, the same shall be considered as an event of default and the Authority may at its discretion rectify the defect at the cost of the Concessionaire. If the Concessionaire fails to rectify the defect three times in a continuous period of 365 (Three hundred and Sixty-Five) days, it shall result in the termination of the Concession Agreement. Written permission from the Authority shall be required in the event of any extraordinary circumstances. If the Concessionaire fails to comply with the service level agreement and this results in any financial loss to the Authority, Concessionaire shall be responsible for rectifying the damages at actual costs. The decision of the Authority shall be final and binding on the Concessionaire. The Damages set forth in this clause may be assessed and specified forthwith by the Authority either by itself or through its designated representative; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations hereunder. The decision of the authority

shall be final and binding.

12.6 Authority's right to take remedial measures

12.6.1 In the event the Concessionaire does not maintain and/or repair the Project or any part thereof in conformity with the, the Maintenance Manual, Maintenance Program or in accordance with Annexure 3- Key Performance Indicators under Service Level Agreement, as the case may be, by the end of the Cure Period, the same shall considered as an event of default and the Authority may at its discretion rectify the defect at the expense of the Concessionaire. If the Concessionaire fails to rectify defect three times in continuous period of 365 (Three hundred and Sixty-Five) days, it will result in the termination of the Concession Agreement. An administrative officer from the Authority's office shall be appointed to the Project, and this administrative officer shall be in charge of all operations, in order to ensure the effective and efficient functioning of the Integrated Bus Terminal.

12.6.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause 12.5 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this clause and debit the same to O&M Expenses.

12.7 Overriding powers of the Authority

12.7.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the service level requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

12.7.2 In the event that the Concessionaire, upon notice under Clause 12.7.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 12.7 and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably

required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 12.5 along with the Damages specified therein.

12.7.3 In the event of a national emergency, civil commotion or any other act specified under Indirect Political Event (defined herein), the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it or as directed by the Government, and exercise such control over the Project or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Force Majeure. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 12.7, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

12.8 Restoration of loss or damage to the Project

Save and except as otherwise expressly provided in this Agreement, in the event that the Project or any part thereof suffers any loss or damage during the Concession Period due to the fault of the Concessionaire, the Concessionaire shall, at its own cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Agreement. In the event that the Project or any part thereof suffers any loss or damage during the Concession Period from any other cause whatsoever, the cost and expense shall be recovered under the insurance procured by the Concessionaire.

12.9 Modifications to the Project

12.9.1 If any structural modifications are required to be made to the existing Project asset/facilities by the Concessionaire, the same shall be carried out at the cost of the Concessionaire with prior written approval of the Authority. If any structural modifications are required to be made to the existing Project asset/facilities by the Authority, the same shall be carried out at the cost of the Authority without affecting the revenue of the Concessionaire and after completion of structural modifications, these

Project Assets/ facilities shall be handed over to the Concessionaire during the Concession Period (*defined herein*). The Concessionaire shall be responsible for the O&M of such facility without any financial implication or claim on the Authority.

12.9.2 The structural changes shall be in conformity with the Good Industry Practice and Applicable Laws; provided that the Concessionaire shall notify the Authority with the proposed modifications along with particulars thereof at least 15 (Fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Authority may make within 15 (Fifteen) days of receiving the Concessionaire's proposal. The decision of the Authority shall be considered final, and the modification will be implemented by the Concessionaire with minimal or no disruption to the O&M of the Project. For the avoidance of doubt, all modifications made hereunder shall comply with the Safety Requirements, Applicable Laws and the provisions of this Agreement.

12.9.3 The Concessionaire shall be permitted to create utility duct provisions in the restaurants/food stalls at the Integrated Bus Terminal at its own cost, provided that such arrangements do not affect the stability of the building and are subject to the following terms and conditions prescribed by the construction wing:

a) Core cutting for the air duct shall be carried out only in the block wall and shall not cause any damage to the existing RCC structure. The supply and erection of exhaust ducting shall be done in compliance with the relevant IS codal provisions.
b) Debris resulting from core cutting shall be removed immediately from the common area.
c) The provision of air ducts in common corridors shall not obstruct or hinder other service lines.
d) The Concessionaire shall submit a detailed drawing with full specifications to the Authority in both hard and soft copies.
e) The Concessionaire shall submit a necessary stability certificate for the proposed work before commencing operations.
f) The Concessionaire shall not damage or alter any existing internal service systems, including but not limited to EB cable trays, HVAC systems, common wiring, and pipelines. Any damage caused shall be rectified at the Concessionaire's cost.
g) Blowers for exhausting air shall be installed beyond the reach of the public.

h) Prior to execution, approval for the layout showing the power distribution to the exhaust system shall be obtained from the electrical wing of the Authority.

i) Any other conditions that may be imposed by the Authority.

12.10 Excuse from performance of obligations

The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available to Users on account of any of the following for the duration thereof:

(a) an event of Force Majeure;

(b) measures taken to ensure the safe use of the Project except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or

(c) compliance with a request from the Authority or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Project.

Provided, that any such non-availability and particulars thereof shall be notified by the Concessionaire to the Authority without any delay.

Provided further that the Concessionaire shall keep all unaffected parts of the Project open to Users, provided they can be operated safely.

12.11 Advertising on the Site

The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Site if such advertising, display or hoarding violates Applicable Laws including any re-enactment or amendment thereof.

The Concessionaire shall provide at its own expense billboards on the Site for the purpose of advertisements, preferably digital. The Concessionaire shall advertise as per the list of proposed advertisement spaces on license as stipulated in Schedule B- Appendix 1- Annexure 6 of this Agreement including providing advertisement spaces for the Authority and/or GoTN. In addition to the advertisement provided under this Agreement, an additional area of up to 10% (Ten per cent) of the permitted advertisement area which is stipulated in Schedule B Appendix I- Annexure 6 of this Agreement may be utilized by the Concessionaire. The revenue generated from the additional advertisement area shall accrue to the Concessionaire.

12.12 Barriers and diversions

The Authority shall procure that during the Concession Period, no barriers are erected or placed by any Government Instrumentality on the Project except for reasons of Emergency, national security, law and order or collection of taxes. The Authority shall also make best endeavors to procure that no Government Instrumentality shall undertake or cause to be undertaken, except for reasons of Emergency, national security or law and order, any diversions of traffic from, or closing down of approach roads to the Project that may cause a Material Adverse Effect on the flow of traffic to and from the Project.

ARTICLE 13: SAFETY REQUIREMENTS

13.1 Safety Requirements

13.1.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users. In particular, the Concessionaire shall develop, administer a surveillance and safety program for providing a safe environment on or about the Project, and shall comply with the safety requirements and guidelines set forth in Schedule-E (the "**Safety Requirements**") and Appendix II of this Concession Agreement.

13.1.2 The Authority either by itself or by a designated entity shall carry out the safety audit of the Project in accordance with the Safety Requirements and shall take all other actions necessary for securing compliance with the Safety Requirements.

13.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne

by the Concessionaire.

ARTICLE 14: MONITORING OF OPERATION AND MAINTENANCE

14.1 Monthly status reports

14.1.1 During the Concession Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority a monthly report stating in reasonable detail the condition of the Project including its compliance or otherwise with the Maintenance Manual, Maintenance Program and Safety Requirements, and shall promptly provide feedback from users, including any complaints recorded in the complaint register, a report of any accidents that may have occurred at the Project or a report of any defaults committed by the Concessionaire. Such a report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification. The report shall also include such other relevant information or requirement as indicated by the Authority.

14.1.2 During the Operation Period, the Concessionaire shall, no later than 10 (ten) days after the close of each month, furnish a monthly management report which shall include a summary of:

(a) key operational hurdles and deliverables in the succeeding month along with strategies for addressing the same and for otherwise improving the Project's operational performance;

(b) key performance indicators achieved in the month, along with an analysis of reasons for failures, if any, and proposals to remedy the same.

14.2 Inspection

The Authority or the Authority's Representative shall perform inspections of the Project regularly at any time, and the Concessionaire is required to offer any necessary support as required by the Authority or the Authority's Representative. It shall make a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Manual, the Maintenance Program and Safety Requirements, and send a copy thereof to the and the Concessionaire.

14.3 Tests

For determining that the Project conforms to the service level requirements the Authority

shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests forthwith to the Authority.

14.4 Remedial measures

14.4.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Clause 14.3 in accordance with Clause 12.5 dealing with damages for breach of maintenance obligations.

14.4.2 The Authority shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project into compliance with the service level requirements. In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire under and in accordance with the provisions of Clause 12.5.

14.5 Reports of unusual occurrence

The Concessionaire shall, prior to the close of each day, send to the Authority, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project relating to the safety and security of the Users and the Project. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause 14.5, accidents and unusual occurrences on the Project shall include:

(a) death or injury to any person;
(b) damaged or dislodged fixed equipment;
(c) any damage or obstruction on the Project, which results in slow down of the services being provided by the Concessionaire;
(d) disablement of any material/equipment during operation;
(e) communication failure affecting the operation of the Project;
(f) smoke or fire;
(g) flooding of the Project; and
(h) such other relevant information as may be required by the Authority.

PART IV FINANCIAL COVENANT

ARTICLE 15: WORKING CAPITAL FACILITY

15.1 Working Capital Facility

15.1.1 The Concessionaire hereby agrees and undertakes that it shall avail the required working capital facility within 60 (Sixty) days from the Effective Date of this Agreement.

15.1.2 The Concessionaire shall, upon availing the working capital facility, notify the Authority forthwith, and shall have submitted to the Authority the Working Capital Facility Agreements, as per Clause 4.1.3 of this Agreement.

ARTICLE 16: CONCESSION FEE

16.1 Concession Fee

16.1.1 In consideration of the grant of Concession, the Concessionaire shall pay to the Authority, by way of concession fee (the "**Concession Fee**") of Rs. [▪] (Rupees [▪]) per annum, which will be an amount as quoted by the Selected Bidder in its final offer above the minimum reserve price of Rs. 50 (Fifty) Lakhs per annum for the base year of the Project at the Request for Proposal stage and approved by the Authority.

16.1.2 The Concession Fee payable under the provisions of this Article 16 during the Concession Period shall be due and payable quarterly and the first quarterly payment shall be released on the Effective Date of the Agreement. Thereafter, the Concession Fee payment shall be due and payable by the Concessionaire to the Authority at the beginning of every quarter within 15 (Fifteen) days of the beginning of the quarter during the Concession Period. In the event of delay beyond such period, the Concessionaire shall pay interest for the period of delay, calculated at the rate specified in under 'Delayed Payments' (Clause 33.3) herein.

16.1.3 The annual Concession Fee shall be increased by 15% (Fifteen percent) every 3 (Three) years of the Concession Period over and above the last payable amount.

16.1.4 The Parties clearly agree that any liability arising on account of GST and all other applicable taxes and levies on the annual Concession Fee payable by the Concessionaire to the Authority, shall be borne by the Concessionaire only.

16.2 Mechanism of Payment

16.2.1 The payment of this annual Concession Fee shall be through Escrow Account as per the

provisions of this Agreement.

ARTICLE 17: USER FEE

17.1 Collection and Appropriation of Fee

17.1.1 On and from the Appointed Date of the Project till the Date of Handover, the Concessionaire shall have the right to demand, collect, revise and appropriate User Fee from the Users of the Project, as per Annexure 7 of this Agreement. Provided that for ease of payment and collections, such fee shall be rounded off to the nearest Re.1 (Rupee One).

17.1.2 The Concessionaire acknowledges and agrees that upon payment of fee, any User shall be entitled to use the Project, as applicable and the Concessionaire shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement.

17.1.3 The Concessionaire acknowledges and agrees that any User who is not liable for payment of the fee shall be entitled to use the Project without any restrictions, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement.

17.1.4 The Concessionaire may offer such special discounted tariffs or charges to any individual or class of clients as it may deem necessary for promotion of its business. Provided, however, that it shall formulate a policy for offering such discounts and submit it to the Authority before operationalizing that policy.

17.1.5 The Concessionaire may determine and recover rent or fee for use of commercial or passenger convenience facilities of every description of any kind, provided by the Concessionaire at the Site as per the prevailing market rate.

17.2 Display of User Fee

17.2.1 The Concessionaire shall, at entry of the Site, prominently display the applicable User Fee for information of Users in Tamil and English with respect to the parking and any other User Fee that is charged to the Users in general.

17.2.2 The Authority shall, from time to time, inform the Concessionaire of the applicable User Fee to be collected from Users on account of car parking and two-wheeler parking. Such information shall be communicated at least 15 (Fifteen) days prior to the revision of User Fee.

17.2.3 The Concessionaire shall display direction boards at various places on Site for entrance

to the Project and ticket counters. Such instructions shall be clearly visible and shall be in English, Tamil and Hindi.

ARTICLE 18: ESCROW ACCOUNT

18.1 Escrow Account

The Concessionaire shall, prior to the commencement of the Trial Run Period, open and establish an Escrow Account with a Bank (the "**Escrow Bank**") in accordance with this Agreement read with the Escrow Agreement.

The nature and scope of the Escrow Account are fully described in the agreement (the "**Escrow Agreement**") to be entered into amongst the Concessionaire, the Authority and the Escrow Bank, which shall be substantially in the form set forth herein.

18.2 Deposits into Escrow Account

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

(a) all monies received in relation to the Project from any source, including the working capital from lenders;

(b) all funds received by the promoters of the Concessionaire in relation to the Project, in any manner or form;

(c) all User Fee levied and collected by the Concessionaire and other revenues in respect of the Project such as sub-license fee, any form of advance payments from sub-license fee, deposits or capital receipts, as the case may be;

(d) all proceeds received pursuant to any insurance claims; and

(e) all payments, if any, by the Authority, after deduction of any outstanding payments, if any.

18.2.2 Any form of advance payment received from a sub-license shall be deposited into an Escrow Account and promptly transferred to term deposit account opened in the name of the Authority. The Concessionaire shall submit proof of such a deposit to the Authority without any delay.

18.2.3 Any interest accrued on the advance payment from a sub-license in the term deposit account shall be subsequently transferred to the Escrow Account

18.2.4 Upon transfer of the accrued interest from the term deposit account to the Escrow Account,

such interest shall be deemed as income of the Concessionaire and shall form part of the Escrow Account balance.

18.2.5 The advance payments received from the sub-license shall not be utilized for maintenance or any other expenses. Any violation of this provision shall constitute a breach of this Agreement and the decision of the Authority in this regard shall be final and binding.

18.3 Withdrawals during Concession Period

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

(a) For fee and expenses due to the Escrow Bank in terms of Escrow Agreement;

(b) For deposit of any form of advance payment received from a sub-license into the term deposit account;

(c) all taxes and statutory payments due and payable by the Concessionaire for and in respect of the Project;

(d) Utility payments

(e) The annual Concession Fee due and payable to the Authority;

(f) Repayment of working capital as per the Working Capital Facility Agreements;

(g) O&M Expenses (excluding escrow fees), incurred or accrued including but not limited to vendor payments;

(h) All payments, penalties and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(i) Balance, if any, in accordance with the instructions of the Concessionaire.

18.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 18.3.1, except with the prior written approval of the Authority.

18.3.3 The Escrow Account shall be audited by an independent auditor as per Clause 20.2 of

this Agreement.

18.4 Withdrawals upon Termination

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

(a) all taxes and statutory payments due and payable by the Concessionaire for and in respect of the Project;
(b) Utility payments;
(c) The annual Concession Fee due and payable to the Authority;
(d) Repayment of working capital as per the Working Capital Facility Agreements;
(e) O&M Expenses incurred or accrued including but not limited to vendor payments;
(f) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire including annual Concession Fee;
(g) retention and payments relating to the liability for defects and deficiencies set forth herein;
(h) any other payments required to be made under this Agreement; and
(i) balance, if any, in accordance with the instructions of the Concessionaire.

Provided that no appropriations shall be made under Sub-clause (i) of this Clause 18.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article 24.4.

18.4.2 The Concessionaire is prohibited from making any withdrawals for purposes other than covering operational and maintenance expenses during the Termination Notice period or in the event of termination of the Concession Agreement.

18.4.3 Any remaining funds after 6 (Six) months from the Termination of this Agreement shall be handed over to the Concessionaire, provided that all operational and maintenance expenses, including but not limited to vendor payments, incurred during the Concession Period have been paid.

18.4.4 The Escrow Account shall be closed only after 180 (One Hundred and Eighty) days from the Termination and/or expiry of this Agreement.

18.4.5 The provisions of this Article 18 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 18.4.1 have

been discharged.

ARTICLE 19: INSURANCE

19.1 Insurance during Concession Period

The Concessionaire shall affect and maintain at its own cost, during the Concession Period and the Defects Liability Period, such insurances, for the entire development cost of the Project, amounting to a maximum of Rs. 275 (Two Hundred and Seventy-Five) crores in compliance with Applicable Laws. Additionally, the Concessionaire shall obtain such other insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Concession Period. The Concessionaire shall procure insurance policy in the name of the Authority, the Concessionaire shall be a co-insurer and that the insurer shall pay the proceeds of insurance into the Escrow Account.

Notwithstanding anything to the contrary contained in this Agreement, but subject to Force Majeure, in the event that the Concessionaire fails to affect and maintain such insurances, for any reason whatsoever, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. However, the Authority is entitled to levy Damages and exercise any other rights in law and/or under this Agreement.

19.2 Insurance Cover

Without prejudice to the provisions contained in Clause 19.1, the Concessionaire shall, during the Concession Period and Defect Liability Period, procure and maintain Insurance Cover including but not limited to the following:

(a) loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value;

(b) comprehensive third-party liability insurance including injury to or death of personnel of the Authority or others caused by the Project;

(c) the Concessionaire's general liability arising out of the Concession;

(d) liability to third parties for goods or property damage;

(e) workmen's compensation insurance; and

(f) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items(a) to (e) above.

19.2.1 The Concessionaire shall procure the necessary insurance's as per clauses 19.1 and 19.2, after obtaining necessary prior written approval of the Authority. This approval shall be provided by the Authority within a maximum of 15 (Fifteen) days from the date of receipt of request for approval from the Concessionaire.

19.3 Notices to the Authority

No later than 45 (forty-five) days prior to commencement of the Concession Period, as the case may be, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article. Within 10 (ten) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

19.4 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (Fifteen) days of obtaining any Insurance Cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or nonrenewal has been delivered by the Concessionaire to the Authority.

19.5 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances and pay such premia and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an

amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

19.6 Waiver of subrogation

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

19.7 Concessionaire's waiver

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

19.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Authority by credit to the Escrow Account and the Concessionaire shall, apply such proceeds for any necessary repair, reinstatement, replacement, improvement and delivery of the Project. If the Authority successfully recovers all losses through insurance proceeds, the remaining balance, if any, may be transferred to the Concessionaire through an Escrow Account.

19.9 Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all direct and indirect losses, damages and claims arising from the Concessionaire's failure to comply with conditions imposed by the insurance policies

affected in accordance with this Agreement.

ARTICLE 20: ACCOUNTS AND AUDIT

20.1 Audited accounts

20.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including all User Fee and other revenues derived/collected by it from or on account of the Project and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

20.1.2 The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its statement of Escrow Account. Audit of Escrow Account shall be undertaken by Independent Auditor who shall be appointed as per Clause 20.2 of this Agreement. Further, summary of every line item of expenditure shall be detailed by categorizing and narrating every payment, advances remitted to term deposit account, details of every deposit etc. Any additional information sought by the Authority shall be provided and failure to comply shall lead to event of default.

20.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a) statement duly audited by its Statutory Auditors giving summarized information of the fee charged and received and the total revenues derived from the Project, b) details of footfall c) details of total

expenditure, major vendor payments, details of major vendor / suppliers, AMC contractors etc. d) and such other information as the Authority may reasonably require.

20.2 Appointment of auditors

20.2.1 The Concessionaire shall appoint and have during the subsistence of this Agreement as its Statutory Auditors, a firm having at least 3 (three) chartered accountants on its rolls. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

20.2.2 The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of 45 (forty-five) days to the Authority, subject to the replacement Statutory Auditors being appointed as per the provisions of the Companies Act, 2013 and Clause 20.2.1 above.

20.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint, at the cost of the Concessionaire, from time to time and at any time, additional auditors to audit and verify all those matters, expenses, costs, realizations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

20.3 Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business.

20.4 Set-off

In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

20.5 Dispute resolution

In the event that there is a discrepancy between the finding of the additional auditors appointed by the Authority and the certification provided by the Statutory Auditors, appointed by the Concessionaire, both Statutory Auditors and additional auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute

shall be resolved by the Authority by recourse to the Dispute Resolution Procedure. However, the Concessionaire and Authority shall discharge their respective obligations pending resolution of the Dispute.

PART V FORCE MAJEURE AND TERMINATION

ARTICLE 21: FORCE MAJEURE

21.1 Force Majeure

As used in this Agreement, the expression **"Force Majeure"** or **"Force Majeure Event"** shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined herein, 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 (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

21.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

(b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth herein;

(c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(d) any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or

(ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a Site inspection; or

(f) any event or circumstances of a nature analogous to any of the foregoing.

21.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the operation of the Project to be financially unviable or otherwise not feasible;

(c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(d) any civil commotion, boycott or political agitation which prevents collection of Fee by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;

(e) failure of the Authority to permit the Concessionaire to continue the Scope of Work, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;

(f) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(g) any Indirect Political Event that causes a Non-Political Event; or

(h) any event or circumstances of a nature analogous to any of the foregoing.

21.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of herein and its effect, in financial terms, exceeds the sum specified in clause dealing with 'Increase in costs' under Change in Law;

(b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;

(c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

(e) any event or circumstance of a nature analogous to any of the foregoing.

21.5 Duty to report Force Majeure Event

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

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this article with evidence in support thereof;

(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating

the impact of such Force Majeure Event;

(d) Any other information relevant to the Affected Party's claim.

21.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

21.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 21.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

21.6 Effect of Force Majeure Event on the Concession

21.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.1 for fulfillment of Conditions Precedent shall be extended by a period equal in length to the duration of the Force Majeure Event.

21.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs:

(a) whereupon the Concessionaire is unable to operate the Project or any part thereof and earn revenue or collect User Fee despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, as certified by its Statutory Auditor along with supporting documents, equal in length to the period during which the Concessionaire was prevented from collection of fee on account thereof.

21.7 Allocation of costs arising out of Force Majeure

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

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

(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event as certified by its Statutory Auditor along with supporting documents, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and

(c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event as certified by its Statutory Auditor along with supporting documents, shall be reimbursed by the Authority to the Concessionaire provided that no Force Majeure Costs shall be payable by the Authority if the Concession Period is increased as per Clause 21.6.2 so that the Concessionaire recovers the certified Force Majeure Costs.

For the avoidance of doubt, Force Majeure Costs may include interest payments on repayment of working capital, O&M Expenses, and all other costs directly attributable to the Force Majeure Event, but shall not include loss of revenues or repayment obligations pertaining to working capital, and for determining such costs, information contained in the Working Capital Facility Agreements may be relied upon to the extent that such information is relevant.

21.7.3 Save and except as expressly provided in this Article, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense,

claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

21.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (Fifteen) days' time to make a representation, and may after the expiry of such 15 (Fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

21.9 Termination Payment for Force Majeure Event

If the period of Force Majeure continues or is in the reasonable judgment of the Parties is likely to continue beyond a period of 180 days, the Affected Party shall, after the expiry of the said period of 180 days, be entitled to terminate this Agreement as per clause 21.8 and Termination Payment shall be made as per Clause 18.4 of this Agreement.

21.10 Dispute resolution

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

21.11 Excuse from performance of obligations

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

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 22: COMPENSATION FOR BREACH OF AGREEMENT

22.1 Compensation for default by the Concessionaire

Subject to the provisions of Clause 22.4 in the event of the Concessionaire being in material breach or default of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material breach or default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; Provided that no additional compensation shall be payable under this Clause 22.1 for default and/or breach of maintenance except as provided under clause 12.5 dealing with dealing with damages for breach of maintenance obligations. The Concessionaire is not liable to pay any consequential losses incurred by the Authority.

22.2 Compensation for default by the Authority

Subject to the provisions of Clause 22.4 in the event of the Authority being in material breach or default of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material breach or default within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement.

22.3 Compensation to be in addition

Compensation payable under this Article 22 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any.

22.4 Mitigation of costs and damage

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

ARTICLE 23: TERMINATION

23.1 Termination for Concessionaire Default

23.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth and in the event of breach of maintenance obligation in accordance with Clause 12.5 dealing with damages for breach of maintenance obligations, or where no Cure Period is specified, then within a Cure Period of 30 (Thirty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire Default**"), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include the following:

(a) the Performance Security has been encashed and appropriated in accordance with provisions herein and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 15 (Fifteen) days;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with the provisions herein, the Concessionaire fails to meet any Condition Precedent or cure the Concessionaire Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of 30 (Thirty) days;

(c) the Concessionaire abandons or manifests intention to abandon the operation of the Project without the prior written consent of the Authority;

(d) the Concessionaire is in breach of the service level requirements or the Safety Requirements, as the case may be;

(e) the Concessionaire has failed to make any payment including annual Concession Fee to the Authority within the period specified in this Agreement;

(f) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;

(g) the Concessionaire creates any Encumbrance in breach of this Agreement;

(h) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

(i) a Change in Ownership has occurred in breach of the provisions herein;

(j) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;

(k) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;

(l) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

(m) occurrence of any Insolvency Event;

(n) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire has been or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:

(i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

(ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and

(iii) each of the Project Agreements remains in full force and effect;

(o) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;

(p) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

(q) the Concessionaire has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;

(r) the Concessionaire issues a Termination Notice in violation of this Agreement;

(s) the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority;

(t) Misappropriation of advance or income from the Project or non-deposit of any cash inflow into Escrow Account or any other default under the Escrow Agreement:

(u) Failure of Concessionaire to comply with instructions given by the Authority to rectify the defect or if the Concessionaire has committed default three times in a continuous period of 365 (Three Hundred and Sixty- Five) days pertaining to maintenance obligations.

23.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall, by a notice, inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (Fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (Fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice. In the event of a Concessionaire Default, the Authority shall have an unconditional right to encash and appropriate Performance Security, in whole or in part.

23.2 Termination for Authority Default

23.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 30 (Thirty) days or such

longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "**Authority Default**") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include the following:

(a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;
(b) The Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

23.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (Fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (Fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice. In case of Authority Default, the Performance Security shall be handed over to the Concessionaire subject to deductions specified under Clause 18.4 of this Agreement.

23.3 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) be deemed to have taken possession and control of the Project forthwith;
(b) take possession and control of all materials, stores, implements, plants and equipment, if any, on or about the Site;
(c) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;
(d) require the Concessionaire to comply with the Divestment Requirements set forth herein; and

23.4 Survival of Rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money Damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or

contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 24: DIVESTMENT OF RIGHTS AND INTEREST

24.1 Divestment Requirements

24.1.1 Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

(a) notify the Authority forthwith the location and particulars of all Project Assets created during the Concession Period;

(b) vacate and handover the Site in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carryout snagging, de-snagging and testing of the Project;

(c) cure all defects, so that the Project is compliant with the service level requirements;

(d) deliver and handover relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its O&M, including all programmes and manuals as on the Date of Handover. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the O&M of the Project and shall be assigned to the Authority free of any Encumbrance;

(e) handover and/or deliver all O&M licenses that should be effective and valid /AMC contracts/Applicable Permits to the extent permissible under Applicable Laws along with all guarantees/warranties;

24.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

24.2 Inspection and cure

Not earlier than 30 (Thirty) days prior to Termination but not later than 15 (Fifteen) days prior to the effective date of such Termination, the Authority shall verify, after giving due notice to the Concessionaire specifying the time, date and place of such verification and/or inspection, compliance by the Concessionaire with the service level requirements and if required, cause appropriate tests to be carried out at the Concessionaire's cost for

this purpose. Defaults, if any, in the service level requirements shall be cured by the Concessionaire at its cost and the provisions of Article 25 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 24.

24.3 Cooperation and assistance on handover of Project

24.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth handover of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

24.3.2 The Parties shall provide to each other, 2 (Two) months prior to the Date of Handover in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Date of Handover. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, its concessionaire or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Date of Handover.

24.4 Vesting Certificate

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

24.5 Divestment costs etc.

24.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, of the Concessionaire in the Project Assets in favor of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents

executed by the Concessionaire in connection with such Divestment shall be borne by the Authority.

24.5.2 In the event of any Dispute relating to matters covered by and under this Article 24, the Dispute Resolution Procedure shall apply.

ARTICLE 25: DEFECTS LIABILITY AFTER TERMINATION AND HANDOVER OF PROJECT ASSETS

25.1 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Project for a period of 180 (One Hundred and Eighty) days after Termination and/or expiry of the Concession Agreement, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Project during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within the period specified in Clause 12.5 dealing with damages for breach of maintenance obligations, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (Fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the funds retained in the Escrow Account under the provisions of herein or from the Performance Security provided thereunder. For the avoidance of doubt, the provisions of this Clause shall not apply if Termination occurs prior to Appointed Date. Upon the expiration of the 180 (One Hundred Eighty) days period, the responsibility for any defects and deficiencies in the Project shall pass on to the Authority.

25.2 Retention in Escrow Account

25.2.1 Notwithstanding anything to the contrary contained in this Agreement, all payments shall be retained in the Escrow Account except for payments authorized for O&M by Authority for a period of 180 (One Hundred and Eighty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 25.1. Authority is entitled to seek compensation for unrectified defects, vendors dues,

lenders due up to the maximum amount held in Escrow, excluding any advances, insurance payments etc.

25.3 Handing Over of the Project Assets

Upon the expiry of the Concession by efflux of time and in the normal course, the Concessionaire shall at the end of the Concession Period, hand over encumbrance free and peaceful possession of the Project Assets in good working conditions except for normal wear and tear including Site at no cost to Authority.

25.4 Joint Inspection and Removal of Deficiency

The handing over process shall be initiated at least 6 (six) months before the actual date of expiry of the Concession Period by a joint inspection by the Authority and the Concessionaire. Two rounds of joint inspection shall be conducted.

i. Round 1: A joint inspection will be conducted between 180 days and 120 days prior to the Date of Handover in order to identify any defects.
ii. Round 2: A joint inspection will be conducted between 30 days and 15 days prior to the Date of Handover in order to identify and address any defects.

Failure to rectify any defects or failure to comply on the part of the Concessionaire, shall entitle the Authority to recover the actual costs incurred, including supervision costs. The decision of the Authority shall be final and binding.

For this purpose, Authority shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to appropriate the Performance Security and/or to set off any amounts due, if any, and payable by Authority to the Concessionaire to the extent required/ available and to recover deficit amount, if any, from the Concessionaire.

PART VI OTHER PROVISION

ARTICLE 26: ASSIGNMENT AND CHARGES

26.1 Restrictions on assignment and charges

26.1.1 This Agreement shall not be assigned by the Concessionaire to any person.

26.1.2 The Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party, except with prior consent in

writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

26.2 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

ARTICLE 27: CHANGE IN LAW

27.1 Increase in costs

27.1.1 If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds Rs. 1.50 crores (Rupees One crores and Fifty lakhs Only) in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in net after tax-return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement.

27.1.2 Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may, by notice, require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (Fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance

of doubt, it is agreed that this Clause shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

27.2 Reduction in Costs

27.2.1 If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds Rs. 1.50 crores (Rupees one crores and Fifty lakhs Only) in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in net after-tax return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

27.2.2 Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may, by notice, require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (Fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

The increase or reduction in costs shall be duly certified by Statutory Auditor at the end of accounting year shall be binding. In case of Disputes, the same shall be addressed as per Dispute Resolution Procedure provided under the Agreement.

27.3 No claim in the event of recovery from Users

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not in any manner be liable to reimburse to the Concessionaire any sums on account

of a Change in Law if the same are recoverable from the Users.

ARTICLE 28: LIABILITY AND INDEMNITY

28.1 Indemnity by the Concessionaire

28.1.1 The Concessionaire shall fully indemnify, hold harmless and defend the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

(b) payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's Contractors, suppliers and representatives;

(c) non-payment of amounts due as a result of services furnished to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its Contractors;

(d) Outstanding payment / vendor dues;

(e) Any fund diverted like advance, insurance claims, false payment or any money siphoned out or deviation from Escrow mechanism.

28.1.2 Without limiting the generality of the provisions of this Article 28 the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every

reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

28.2 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 28 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within 15 (Fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

28.3 Defense of claims

28.3.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. The Indemnified Party shall provide all reasonable support to the Indemnifying Party by providing necessary information and shall act jointly for mutual benefit of the Parties and the Project. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party.

28.3.2 If the Indemnifying Party has exercised its rights under Clause 28.2 the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

28.3.3 If the Indemnifying Party exercises its rights under Clause 28.2 the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may

participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party;

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action;

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(i) that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 28.3.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

28.4 No consequential claims

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

28.5 Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, the liability of Concessionaire towards the Authority for any damages or compensation of any nature whatsoever under this Agreement, shall not exceed the entire development cost of the Project of Rs. 275 (Rupees two hundred and seventy five crores) or the actual amount of loss suffered, whichever is lower. Similarly, the liability of Authority towards the Concessionaire for any damages or compensation of any nature whatsoever under this

Agreement, shall not exceed the amount available in the Escrow Account. The limitation hereunder shall not apply to any or all liabilities in respect of third parties. The Parties agree that the Concessionaire's liability will be uncapped in case of any liabilities arising due to: (a) any amount payable as indemnity to the Authority due to its acts or omissions or fraud, gross negligence and willful misconduct; (b) breach of any Applicable Laws or any Applicable Permits; (c) any claims or loss on account of Intellectual Property rights violation by the Concessionaire; (d) any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or (e) any loss of or physical damage to property of the Authority or any third part by Concessionaire.

28.6 Survival on Termination

The provisions of this Article 28 shall survive Termination.

ARTICLE 29: RIGHTS AND TITLE OVER THE SITE

29.1 Licensee rights

For the purpose of this Agreement, the Concessionaire shall have rights to sub-license the retail space in the Project subject to and in accordance with this Agreement, and to this end; it may regulate the entry and use of the Project by third parties in accordance with and subject to the provisions of this Agreement. On termination of Sub-license Agreement, the advance payment shall be transferred into an Escrow Account from the term deposit account of the Authority. Such advance shall be returned to the sub-licensee subject to deductions.

29.2 Access rights of the Authority and others

29.2.1 The Concessionaire shall allow free access to the Site at all times for the authorized representatives and vehicles of the Authority and for the persons duly authorized by any Government Instrumentality to inspect the Project and to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons, reasonable assistance necessary to carry out their respective duties and functions.

29.3 Property taxes

All property taxes on the Site shall be payable by the Authority as owner of the Site; provided, however, that any such taxes payable by the Concessionaire under Applicable

Laws for use of the Site shall not be reimbursed or payable by the Authority.

ARTICLE 30: DISPUTE RESOLUTION

30.1 Dispute resolution

30.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 30.2.

30.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

30.2 Conciliation

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Commissioner of the Authority and the Chairman/Director of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) days period or the Dispute is not amicably settled within 15 (Fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 30.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 30.3.

30.3 Arbitration

30.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 30.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 30.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the Nani Palkhivala Arbitration Centre, Chennai (the "Rules"), or such other rules as may be mutually agreed by the Parties and shall be subject to the

provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the Chennai, and the language of arbitration proceedings shall be English.

30.3.2 There shall be an arbitral tribunal comprising three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

30.3.3 The arbitral tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

30.3.4 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

30.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

30.4 Adjudication by a tribunal

In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon Disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 30.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

ARTICLE 31: DISCLOSURE

31.1 Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Program and the Safety Requirements, files, people and any information related to the Concessionaire (hereinafter collectively referred to as the "**Specified Documents**"), free of charge, during normal business hours on all working days at the Site and the Concessionaire's Registered Office. The Concessionaire shall prominently display at a suitable place in its office and at the Site, public notices stating the availability of the Specified Documents

for such inspection and shall provide copies of the same to any person upon payment of copying charges on a '*no profit no loss*' basis.

31.2 Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Concessionaire's registered office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

31.3 Withholding disclosure of Protected Documents

Notwithstanding the provisions of Clauses 31.1 and 31.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 31.1 and 31.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

ARTICLE 32: REDRESSAL OF PUBLIC GRIEVANCES

32.1 Complaints Register

32.1.1 The Concessionaire shall maintain a public relations office at the Site where it shall keep a register (the "Complaint Register") open to public access at all times for recording of complaints by any person (the "Complainant"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at the Site and its offices so as to bring it to the attention of all Users.

32.1.2 The Complaint Register shall be securely bound, and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number. Any complaint / suggestion made by any User shall be disclosed to Authority in writing. Rectification shall be made immediately or as per Clause 12.5 dealing with damages for breach of

maintenance obligations or as instructed by authority. The compliance / rectification report shall be shared by Concessionaire in writing. Failure on part of Concessionaire shall be construed as material breach of Concession Agreement and the same shall stand terminated without any transfer of any loss or liabilities to Authority.

32.1.3 The Concessionaire shall also maintain a separate register for reporting thefts. However, neither Concessionaire nor its staff shall be liable for any loss or damage sustained by the User.

32.1.4 Without prejudice to the provisions of Clauses 32.1.1 and 32.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

32.2 Redressal of complaints

32.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

32.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, the Authority may advise the Complainant to seek appropriate remedy under the Consumer Protection Act, 2019, at his own risk and cost.

ARTICLE 33: MISCELLANEOUS

33.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Madurai shall have exclusive jurisdiction over matters

arising out of or relating to this Agreement.

33.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

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

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

33.3 Delayed payments

33.3.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 2% (two per cent) above SBI MCLR for 1 year, and recovery

thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

33.3.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

33.4 Waiver

33.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

33.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

33.5 Liability for review of Documents

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by the Authority of any Project Agreement, Document submitted by the Concessionaire nor any observation or inspection of the operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and

(b) The Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in sub-clause (a) above.

33.6 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties

or any representation by either Party not contained in a binding legal agreement executed by both Parties.

33.7 Survival

33.7.1 Termination shall:

(a) Not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

33.7.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

33.8 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposals shall be deemed to form part of this Agreement and treated as such.

33.9 Severability

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

under this Agreement or otherwise.

33.10 No partnership

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

33.11 Third parties

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

33.12 Successors and assigns

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

33.13 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Concessionaire, be given by e-mail and by letter delivered by post to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the address mentioned below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail as the Concessionaire may from time to time designate by notice to the Authority.

{Attention:

Designation:

Address:

Email:}

(b) in the case of the Authority, be given by e-mail and by letter delivered by post at the address given below and be addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier.

{Name:

Designation:

Address:

Email :}

(c) in the case of the Selected Bidder, be given by e-mail and by letter delivered by post to the address given and marked for attention of the person set out below or to such other person as the Selected Bidder may from time to time designate by notice to the Authority; it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier

{Attention:

Designation:

Address:

Email ;}

(d) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following

the date of its delivery.

33.14 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

33.15 Counterparts

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

ARTICLE 34: DEFINITIONS

34.1 Definitions

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

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"**Agreement**" or "**Concession Agreement**" means this Agreement, its Recitals, and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"**Applicable Law(s)**" means all laws, brought into force and effect by GOI or the State Government including rules, regulations, relevant codes, standards and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"**Applicable Permits**" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals, applicable Development Control Regulations/Zoning Regulations and exemptions required to be obtained or maintained under Applicable Laws in connection with the O&M of the Project during the subsistence of this Agreement;

"**Appointed Date**" means the date on which Trial Run Period has expired, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period;

"**Associate**" or "**Affiliate**" means, in relation to either Party {and/or Members of the Consortium }, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (as used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"**Authority**" shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

"**Authority Representative**" means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Agreement;

"**Bank**" means a scheduled bank approved by RBI incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to the Authority;

"**Bid**" means the documents in their entirety comprised in the bid submitted by the {Selected Bidder /Consortium} in response to the Request for Proposal in accordance with the provisions thereof and "**Bids**" shall mean the bids submitted by any and all pre-qualified bidders;

"**Bid Due Date**" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

"**Bid Documents**" shall collectively mean RFP, any addendum/corrigendum, including the draft Concession Agreement, provided by the Authority for this Project;

"**Bid Security**" means the security provided by the Concessionaire to the Authority along with the Bid, in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

"**Integrated Bus Terminal**" means the integrated bus terminal established on a land parcel admeasuring 40.60 (Forty Point Sixty) acres at Panjappur, Trichy together with the associated amenities and facilities as described herein.

"**Change in Law**" means the occurrence of any of the following after the Bid Due Date:

(a) The enactment of any new Indian law;
(b) The repeal, modification or re-enactment of any existing Indian law as applicable to the State;
(c) The commencement of any Indian law, as applicable to the State, which has not entered into effect until the Bid Due Date;
(d) a change in the interpretation or application of any Indian law, as applicable to the State, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Due Date; or
(e) Any change in the rates of any of the Taxes that have a direct effect on the Project;

"**Change in Ownership**" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that results in:

1. In the case of a single Bidder:

a) The aggregate shareholding of the {Selected Bidder} falling below 100% (Hundred percent) of the issued and paid-up share capital in the Concessionaire until the expiry of the Lock-in Period.
b) The aggregate shareholding of the {Selected Bidder} falling below 51% (Fifty-One percent) of the issued and paid-up share capital in the Concessionaire after the expiry of the Lock-in Period and until the expiry of the Concession Period.

2. In the case of a Consortium:

a) The aggregate shareholding of all the Members of the Consortium in the issued and paid-up share capital of the Concessionaire falling below 100% (Hundred percent) until the expiry of the Lock-in Period, with the Lead Member's shareholding in the issued and paid-up share capital of the Concessionaire falling below 51% (Fifty-One percent)

b) Post the expiry of the Lock-in Period, the aggregate shareholding of all the Members of the Consortium in the issued and paid-up share capital of the Concessionaire falling below 51% (Fifty-One percent), with the Lead Member's shareholding in the issued and paid-up share capital of the Concessionaire falling below 26% (Twenty-Six percent) until the expiry of the Concession Period.

"**Company**" means the company acting as the Concessionaire under this Agreement;

"**Concession Period**" means the period starting on and from Appointed Date and ending on the Date of Handover;

"**Contractor**" means the person or persons, as the case may be, with whom the Concessionaire has entered into any material agreement or contract for matters incidental to the Project, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice; and
(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement;

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes set forth in Article 30;

"**Document**" or "**Documentation**" means documentation in printed or written form, or in tapes, discs, drawings, computer programmers, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"**Emergency**" means a condition or situation that is likely to endanger the security of the individuals on or about the Project, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"**Encumbrances**" means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any

designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein but excluding utilities referred to in Clause 11.1;

"**Equity**" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the total project cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component;

"**Escrow Account**" means an Account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the Sub-Accounts of such Escrow Account;

"**Working Capital Facility Agreements**" means the agreements executed by the Concessionaire for obtaining financial assistance to meet the working capital requirements as provided by the lenders by way of loans including loan agreements security agreements, and other documents relating to the working capital requirements for meeting the Total Project Cost of the Project, and includes amendments or modifications made in accordance with Clause 5.2.3;

"**GOI**" or "Government" means the Government of India;

"**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"**Government Instrumentality**" means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government or the State Government, as the case may be, and

having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"Insolvency Event" in respect of a Party means: (a) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) enters into a compromise arrangement with its creditors ; (D) an attachment or restraint has been levied on the assets of such entity Party which materially affects such Party's ability to perform its obligations under this Agreement; (E) commenced proceedings under the (Indian) Insolvency and Bankruptcy Code, 2016 ("Code"); (F) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or (b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of an insolvency resolution professional, a trustee, receiver, custodian, administrator, liquidator or the like of such Party under the Code and an order admitting the insolvency petition has been passed in such proceeding and such order has not been stayed or dismissed within a period of [90 (ninety)] days or (C) directions with the same or similar effect happen under the provisions of the Companies Act, 1965 or the Companies Act, 2013 or the Code in relation to the winding up of the company;

"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 19, and includes all insurances required to be taken out by the Concessionaire under Clause 19.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"**Intellectual Property**" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other

intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"**LOA**" or "**Letter of Award**" means the letter of award;

"**Material Adverse Effect**" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"**O&M**" means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of User Fee in accordance with the provisions of this Agreement;

"**O&M Expenses**" means expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premier for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, and (e) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"**Parties**" means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually;

"**Project"** means the O&M of Integrated Bus Terminal at Panjappur, Trichy for Tiruchirappalli City Municipal Corporation on Public Private Partnership (**"PPP"**) mode for a period of 15 (Fifteen) years along with associated amenities & facilities in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

"**Project Agreements**" means this Agreement, the Working Capital Facility Agreements and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include any agreement for procurement of goods and services;

"**Project Assets**" means all physical and other assets relating to and forming part of the Site including (a) rights over the Site in the form of license, right of access or otherwise; (b) tangible assets such as civil works and equipment including foundations, (c) facilities situated on the Site; (d) all intangible assets (e) all rights of the Concessionaire under the Project Agreements; (f) financial assets, such as receivables, security deposits etc.; (g) insurance proceeds; and (h) Applicable Permits and authorizations relating to O&M of the Project;

"**RBI**" means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors;

"**Re**.", "**Rs**." or "**Rupees**" or "**Indian Rupees**" means the lawful currency of the Republic of India;

"**Reference Exchange Rate**" means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted by Reserve Bank of India (RBI);

"**State**" means the State of Tamil Nadu and "**State Government**" means the government of Tamil Nadu;

"**Statutory Auditors**" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 2013, including any re-enactment or amendment thereof, for the time being in force, and appointed in accordance with the provisions herein;

"**Taxes**" means any Indian taxes including Goods and Service Tax (GST), local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

"**Termination**" means the expiry or termination of this Agreement and the Concession hereunder;

"**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"**Termination Payment**" means the amount payable by the Authority to the Concessionaire, under and in accordance with the provisions of this Agreement, upon Termination;

"Total Project Cost (TPC)" shall be the annual O&M cost required for the O&M of the Project.

"**Date of Handover**" means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

"**User**" means a person who uses or intends to use the Project or any part thereof in accordance with the provisions of this Agreement and Applicable Laws;

"**User Fee**" means all charges, tariffs, fees, etc. levied on and payable by the Users to the Concessionaire for using the Project or a part thereof in accordance with the provisions of this Agreement.

"**WPI**" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the latest monthly WPI published no later than 30 (thirty) days prior to the date of consideration hereunder;

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED For and on behalf of THE **AUTHORITY** by:	**SIGNED AND DELIVERED** For and on behalf of THE **CONCESSIONAIRE** pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the …… day of 2025…… in the presence of ……....……, Director, who has signed these presents in token thereof and ……, Company Secretary / Authorized Officer who has countersigned the same in token thereof *
(Signature) (Name) (Designation)	(Signature) (Name) (Designation)
In the presence of:	
1.	2.

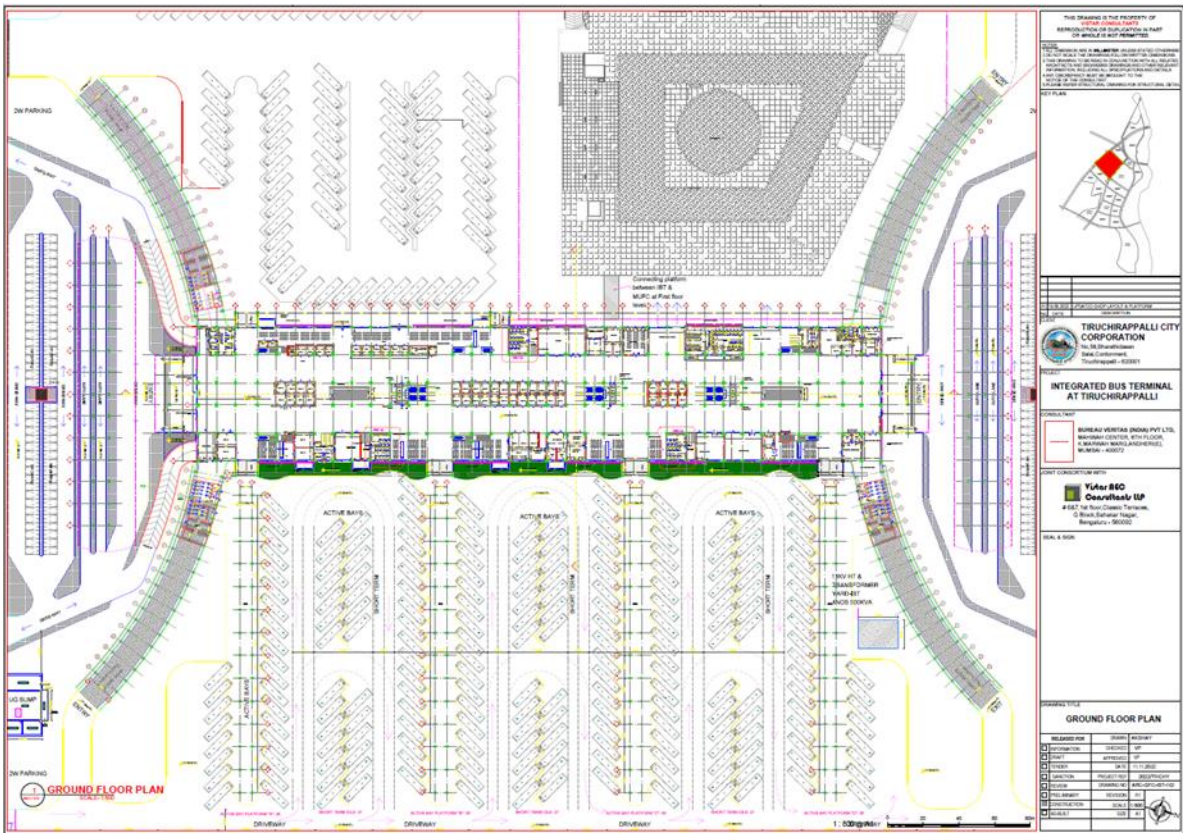
*****To be modified based on the AOA of the Company

SCHEDULES

SCHEDULE A: SITE OF THE PROJECT

The Site of the Project shall be as described in this Schedule A.

Map of the Integrated Bus Terminal:



SCHEDULE B: O&M OF THE PROJECT

1. **O&M of the Project**

O&M of the Project shall be as described in this Schedule B.

1 APPENDIX-I: PROJECT OBJECTIVES AND SCOPE OF SERVICES

1. Project Objective

The objective is to select the eligible Bidder to provide O&M at Panjappur Integrated Bus Terminal in Tiruchirappallii.

A. Scope of Services:

The broad services expected from the Concessionaire includes the following activity but not limited to:

(a) housekeeping and sanitation services;
(b) Security, caretaker services;
(c) O&M of all electrical and mechanical equipment;
(d) horticulture, gardening, plantation and lawn maintenance;
(e) help desk, front desk & Cloak room management;
(f) waste management;
(g) public parking and visitor management and should ensure that private vehicles are not parked at any other place than the designated area;
(h) Operation of command control system
(i) Operations and maintenance of Water supply, Underground Drainage, Storm Water Drainage, Lighting, Passenger amenities in waiting area, Seating arrangements, Luggage trolley, CCTV for security / surveillance etc.
(j) general pest control;
(k) reporting and complaint management;
(l) coordination with other service providers;
(m) cleaning of roads, circulation area, bus bays, platforms, grounds, building facade and drains;
(n) building plumbing, carpentry and masonry services;
(o) maintenance of rear and south-west access road (Roads from Trichy- Pudukottai Bypass Road, and Trichy – Melur road)
(p) crisis management including primary fire-fighting and lift rescue operations;
(q) Licensing out and collecting of revenue from retail shops, entry fee per omni bus, entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses, cloakroom,

two-wheeler and four-wheeler parking advertisement and any other charges with the approval of the Authority.

(r) Minor repair works including but not limited to plastering wall cracks, fixing of plumbing and electrical fit outs etc., shall be done by the Concessionaire.

Note : Major repairs and renovation due to faulty workmanship of Authority including but not limited to structural defects shall be done by Authority.

B. Obligations of the Concessionaire

(a) Providing dedicated shops to accommodate library cum cafe and bookshop.

(b) Ensure hygienic Operations & Maintenance of passenger waiting area, drivers' dormitories, toilets, mother feeding room, prayer room, ATM, milk and other passenger amenities / facilities.

(c) Procure and maintain Insurance Cover for entire development cost of the Project of Rs. 275 (Two Hundred and Seventy Five) crores in terms of clauses 19.1 and 19.2 of this Agreement, including but not limited to general insurance to cover any loss / damage to the project assets, comprehensive third party liability insurance, the Concessionaire's general liability arising out of the Concession, liability to third parties for goods or property damage, workmen's compensation insurance; and any other insurance that may be necessary to protect the Concessionaire and its employees.

(d) To set up first-aid center, provide ambulances, emergency care facility, prams, pushchairs, stretchers, etc., at the Site. The facility shall be operated & maintained with sufficient Medical / Nursing Care staffs for the entire day (24 Hours).

(e) To renew all licenses and Applicable Permits required under Applicable Law for O&M of Site which would include Fire License, CEIG approvals, lift & escalators license along with 3rd party insurance and any other applicable licenses.

(f) The Site shall remain plastic free and the Concessionaire shall strive to ensure the same.

(g) To provide office space for Authority in accordance with the drawings specified in (Point v - Drawings) - Annexure 1-Appendix I of this Agreement. However, the Authority reserves the right to make modifications or add additional spaces

without impacting the proposed components on license as mentioned in Annexure 6 of this Agreement.

(h) Service level requirements are indicative in nature, any further changes in service level requirements shall be at the cost of the Concessionaire without any financial implication or claim on the Authority and without affecting the annual Concession Fee payable to the Authority.

(i) The Concessionaire is responsible for monitoring all buses (Omni, SETC, TNSTC, local buses) and other private vehicles such as 4-wheelers, 2-wheelers, Autos, and Taxis at the Integrated Bus Terminal. This monitoring will be done using a combination of ANPR (Automatic Number Plate Recognition) cameras and boom barriers at both the entry and exit points. The data will be made accessible online in real-time. The designated officer of the Authority and the Concessionaire shall countersign and verify the number of vehicles on a daily basis.

(j) Obtain approval from Authority before modifications to structures if any, proposed upgradation / additional facilities including MEP, HVAC & Other utilities etc., and for standard sub-license agreement to be executed along with final terms & conditions.

(k) The Concessionaire shall allocate 5% (Five Per Cent) of the retail space to the Authority for any usage as earmarked in Schedule B Appendix I- Annexure 6 of this Agreement at the rate fixed by the Authority. This allocation may be utilized for various purposes by the Authority, including but not limited to retail. Further, for the designated 5% retail space allocated to the Authority by the Concessionaire as earmarked in Appendix I- Annexure 6 of this Agreement, necessary agreements shall be executed between the Authority and the Concessionaire. Notwithstanding the foregoing, the Authority may license the aforementioned space to any Government Instrumentality or any other agency at its sole discretion. The Authority shall execute all necessary license/sub-license agreements or other relevant documentation with the designated Government Instrumentality or any other agency to formalize such licensing/sub-licensing arrangements.

(l) Allocate 2% of the total parking space as reserved preferential parking, free of charge, to be used by the Authority and/or other allied Government department employees working in the Integrated Bus Terminal.

(m) To obtain approval for the standard operating procedure / maintenance manual including the frequency of maintenance, material and machinery to be used etc. with respect to operations and maintenance for every aspect of the Site in detail. Any change in the same shall be made after obtaining approval from Authority. The manual shall include the below aspects and is not limited to:

(a) Operations & Maintenance of Passenger areas like corridors, platforms, bus fingers, bus bays, lobby area, waiting rooms, lifts, escalators and other circulation area including roads etc.

(b) Toilets & other public convenience facility & amenities including prayer rooms, mother feeding room.

(c) Operations & Maintenance of other operational areas like service areas, control rooms, machine rooms etc.

(d) Parking area in basements, taxi & auto parking areas and circulation area in ground floors etc.

(e) Other non-core areas like terrace, Idle Bus Parking bays etc.

(f) Operations & Maintenance plan including preventive maintenance plan for every Mechanical, Electrical & Plumbing facilities such as lifts, escalators, generators, Fire Protection System, Surveillance, control and alarm systems, Sub-Stations, HT / LT Pannels, STP, WTP, HVAC etc.

(g) Landscape maintenance plan including weeding, mulching, trimming / pruning, mowing etc.

(h) Pest Control Plan including rodent, cockroaches, spiders, mosquitos / flies, snakes etc.

(i) Cleaning of Sewage and rainwater networks, access roads etc.

(j) Major maintenance plan to be undertaken once in every 3 years with respect to inspection, mitigation and maintenance plans

(k) Provide any other maintenance plan as required by the Authority or as deemed as required by the Concessionaire to ensure KPI's or effective operations & maintenance of the Integrated Bus Terminal.

(l) To update the maintenance plan on quarterly basis in year 1 and on yearly basis from year 2 for the entire Concession Period or as and when required by the Authority.

(m) The Concessionaire shall set up and maintain Manjappai Vending Machines at up to 3 (Three) locations within the Integrated Bus Terminal in accordance with the drawings specified in Point v: Drawings -Annexure 1(Area Statement) - Appendix I of this Agreement. However, the Concessionaire shall be responsible for bearing the electricity charges associated with the O&M of such vending machines.

(n) The Concessionaire may set up and maintain water bottle vending machines within the Integrated Bus Terminal in accordance with the drawings specified in Point v: Drawings -Annexure 1(Area Statement) - Appendix I of this Agreement, provided that such installation does not obstruct, hinder, or create any visual barrier to public movement, vehicular circulation, or overall accessibility within the Integrated Bus Terminal.

(o) One kiosk each shall be allocated to the Integrated Bus Terminal Auto Association and Integrated Bus Terminal Cab Association which is registered with the Authority, near the main entrance and main access points of the Integrated Bus Terminal as identified by the Authority. These kiosks shall be maintained by the Concessionaire free of cost.

(p) The Concessionaire may organize promotional events or set up promotional kiosk desks within the Site, provided that such activities do not hinder public movement and are conducted with prior written approval from the Authority. Each individual kiosk shall not exceed 200 square feet in size, and the total combined area occupied by kiosks or event spaces shall not exceed 2,000 square feet at any given time.

(q) An e-Seva Centre within the Integrated Bus Terminal may be established by the Concessionaire at its discretion and cost for public convenience in accordance with the drawings specified in Point v: Drawings -Annexure 1(Area Statement) - Appendix I of this Agreement.

(r) The Concessionaire shall endeavor to achieve net zero status within the Site by installing necessary solar panels or utilizing alternative renewable energy sources within the Site, subject to obtaining the required approvals from the Authority and in compliance with Applicable Laws.

(s) The Concessionaire shall set up an office space within the Integrated Bus Terminal for their own administrative purpose as specified in Point v: Drawings -Annexure 1(Area Statement) - Appendix I of this Agreement.

Note : The above maintenance plan shall be in accordance with the good industry practice, manufacturers manual to ensure high standards. Any modifications as suggested by the Authority shall be adhered and stand final without any implication in any financial or legal consequences for the Authority.

2. Scope of Services

The scope of services under the Service Agreement is as set out below:

(a) Maintenance Services

The Concessionaire shall be responsible for breakdown maintenance, preventive maintenance and shall coordinate, administer, and certify works of main, manufacturers and AMC service providers as per the terms and conditions stipulated in this Agreement. In particular, these activities shall mean:

1. Break down Maintenance:

   The Concessionaire shall be responsible for supervising and coordinating breakdown maintenance. If a breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, the Concessionaire shall coordinate with the equipment suppliers/contractors to arrange for repair and rectification under the relevant defect liability period or equipment warranty period, as may be applicable.

2. Preventive Maintenance:

   The planned maintenance which is performed while the equipment is still working so as to reduce unexpected breakdown. This maintenance is scheduled based on time (Daily, Weekly, Fortnightly, Monthly, Quarterly, Annually) or usage triggers. Activities in Preventive Maintenance are usually performed based on guidelines from equipment suppliers /manufactures or as instructed by Authority or as per Good Industry Practice to ensure continuous use without breakdown to ensure maximum life of asset.

3. Management:

- Co-ordination with contractors for rectification of defects falling under warranty or defects liability periods.
- Co-ordination with vendors / suppliers /manufacturers for preventive maintenance.
- Supervise, administer and certify works of main contractors / manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.
- MIS Reporting for overall management of services.
- Co-ordination (with authorized representative of Authority) for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

(b) Operation Services

The operation services to be performed under the Scope of services include:

I. General Operations

(i) The Concessionaire shall ensure day to day unhindered running of the Integrated Bus Terminal as per the satisfaction of the Authority and shall undertake day to day repairs as might be required

(ii) Concessionaire shall ensure that all complaints are attended and rectified within the time specified as per the service level as required in this Agreement.

(iii) The Concessionaire shall ensure unhindered operation of Buses in Terminal, Depot, Idle Bus Bays and along the circulation area and smooth movement of public in the Site

(iv) The Concessionaire is required to make prior arrangements for festival seasons and emergency situations, in addition to the average number of buses and footfalls expected

(v) The Concessionaire shall be required to obtain approval of the arrangement plan from the Authority and the relevant Government Instrumentality in case of festival seasons and emergencies.

(vi) The Concessionaire with the help of Tamil Nadu Police Department and Authority shall ensure that sleeping of people in circulation area, hawking, loitering etc. shall not be allowed at Site. Further entry of stray animals shall be avoided.

(vii) Maintenance of the access road including daily cleaning, black toping / make good the potholes / any other minor fixes to ensure effective movement of buses and passengers for the Concession Period.

(viii) Ensure Site is free from stay animals & pets to ensure safety of passengers

II. <u>Operation of Equipment and Fixtures:</u>

(i) The Concessionaire shall ensure operation and upkeep of all equipment (electrical, mechanical etc.) in accordance with O&M manuals provided by the Authority or the manufacturers of such equipment and ensuring safety of equipment and personnel using it in accordance with Applicable Laws (some details of pumps, AC / HVAC, Lifts, Escalators, Sewerage System, plumbing, Fire Fighting, and other electrical works are enclosed in this Agreement).

(ii) The Concessionaire shall ensure that day to day works such as removing choking matter from drainage pipes, manholes, restoration of water supply, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day-to-day service facilities.

(iii) The Concessionaire will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.

(iv) The Concessionaire shall operate all equipment, fittings, and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.

(v) The Concessionaire shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the relevant O&M manuals for smooth operation and functioning of the area.

(vi) The Concessionaire shall operate and maintain the complete access control system, Fire alarm system, CCTV System, PA system and any other systems as installed at the Facility

(vii) The Concessionaire shall monitor and maintain the ambient room parameters (temperature, humidity, noise level, required light levels etc.) for different

components/areas/exhibits/artefacts as specified in the O&M manuals carefully, at all times throughout the Concession Period. Any damage done to the exhibits/ artefacts / equipment due to non-maintenance of required ambient room parameters will be the responsibility of Concessionaire and the Concessionaire shall make good the damaged exhibit / artefacts / equipments at its own cost.

However, the services described above shall not be deemed to be exhaustive and shall include all other services required to be performed by the Concessionaire for operating the Integrated Bus Terminal in accordance with the highest Safety Standards and Good Industry Practices and delivering the Services as per the satisfaction of the Authority. The Concessionaire shall maintain the service levels and also maintain minimum manpower as per detailed scope described below.

(c) Housekeeping and cleaning Services –

a) General Cleaning Services: The Concessionaire *shall*

(i) Perform routine cleaning of the internal and external areas to meet the required service standard.

(ii) Ensure cleanliness of all common spaces and space inside the Integrated Bus Terminal at periodic intervals.

(iii) Perform cleaning and upkeep of passenger waiting areas and amenities, IT & AV equipment in the facility as per the directions in the O&M manuals or as per directions of the Authority.

(iv) Perform periodic cleaning of glass facades, structures at the entrance plaza, external claddings etc. at all heights (internally and externally).

(v) Provide additional housekeeping services as and when required by the Authority for ensuring compliance with objective and scope of services or SLA for the said Project.

(vi) Deploy equipment for cleaning and shall be responsible for maintaining these at all times. All costs for purchase/repair/spares/ maintenance etc. for these equipments will be borne by the Concessionaire.

(vii) Be responsible for the safekeeping of the equipment at the facility and shall ensure that such equipment is not taken out of the Site at any time during the Concession Period other than for repairs. In case such repairs

take more than a week, the Concessionaire shall arrange to provide alternate equipment for the facility.

(viii) Adopt a proactive approach to the delivery of these services. The Concessionaire shall report immediately any defects, deterioration, or damage to the property at the facility as soon as they become aware of such defects in the course of their duties under the Service Agreement.

(ix) Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.

(x) Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.

(xi) Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.

(xii) Clean all water tanks and disinfect such water tanks before the start of the rainy season and as instructed by the Authority.

(xiii) Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.

(xiv) Entrances, service areas, parking areas, paving, paths, roads, lawns at the entrance, outside Integrated Bus Terminal must be maintained so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.

(xv) Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean (to be done in presence of the officials concerned).

(xvi) Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.

(xvii) Care is to be exercised to ensure passenger safety. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.

(xviii) All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.

(xix) Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent.

(xx) The Concessionaire shall develop and implement a housekeeping plan for all types of cleaning surfaces (e.g. walls, floors, façade, ceiling-as appropriate, furniture, windows, glass, restrooms, etc.) along with material specifications and machineries to be used and any other details as required by Authority that are within internationally accepted cleaning industry standards, to extend the life of these surfaces through routine, periodic and as necessary, restorative cleaning process with the prior approval from the Authority. Any changes suggested by the Authority shall be followed without having any financial impact or claim on the Authority.

(xxi) The Concessionaire shall be primarily responsible in the management of wastes from vending zones, food court, bus bays, passenger waiting areas and restrooms including collection and storage.

(xxii) The Concessionaire shall place dustbins with colour codes for plastic waste, Biodegradable waste, hazardous waste etc. and shall segregate and dispose at the specific location in Site as instructed by the Authority. Necessary safe and environmentally friendly disposal / reuse of waste generated shall be ensured to the extent possible. Further, it shall coordinate with waste hauling services contractor on schedule of hauling of wastes from the Integrated Bus Terminal to the designated disposal site.

(xxiii) The Concessionaire shall ensure that all consumables are always available for use by building occupants / users. These include cleaning chemicals, hand soap, paper towels, toilet paper etc. Concessionaire shall be required to manage and monitor inventories and inform the Authority in good time to re-order. This shall also apply to Integrated Bus Terminal furniture and other miscellaneous equipment/facilities.

(xxiv) The Concessionaire shall ensure cleaning of roof and wall area and removing any cobweb, dirt, dust etc. All common areas are to be disinfected on regular basis.

(xxv) The Concessionaire shall ensure cleaning and checking the Bus Bays and roads on regular basis.

b) Cleaning of Toilets

(i) All sanitaryware including sinks, wash hand basins, WC / IC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.

(ii) Floors should be cleaned to the good industry standards. In addition, there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.

(iii) Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.

(iv) All toilets should be kept fully stocked with supplies and should be made available at all times.

(v) Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

(vi) Concessionaire shall ensure cleaning of Staff toilets /common areas regularly in the restricted area in accordance with the instructions provided by the Authority.

c) Waste Management

(i) Bins must be emptied, cleaned and dried inside and outside, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.

(ii) Concessionaire shall collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste in the designated area as instructed by the Authority as per the standards and directions provided by the Authority. The Concessionaire shall develop a garbage processing yard of approximately 20,000 square feet at its cost, including the construction of necessary civil structures for the same, as per the applicable Standards and Specifications and in accordance with the drawings specified in Appendix

I-Annexure 1 (Point v - Drawings) of this Agreement. The Concessionaire shall be responsible for obtaining all requisite statutory approvals, permits, and clearances from the relevant Government Instrumentalities for the development and O&M of the garbage processing yard. The said garbage processing yard shall be used exclusively for garbage-related activities, and no other activities shall be permitted therein.

(iii) Waste management methodology shall comply with the guidelines as laid down in applicable waste management rules of the GoI/ GoTN

(iv) Renovation debris is to be stored at designated space at designated area.

(v) The Concessionaire undertaking the renovation work would remove the debris as per schedule / instruction of Authority.

(vi) Cleaning of grease chambers of the kitchen, if applicable

(vii) The Concessionaire shall provide appropriate and road-worthy waste collection vehicle to prevent the spilling of garbage leachate and emitting odor while in transit from the Integrated Bus Terminal to the accredited disposal area.

(viii) The Concessionaire shall ensure that the disposal of garbage is in line with the Applicable Laws and as per direction of Authority.

(ix) The Concessionaire shall clean the garbage disposal van or the garbage disposal site including the adjacent areas affected by the hauling or removal of garbage before leaving the Site. The Concessionaire shall provide all the necessary cleaning tools and approved chemicals to make the area tidy.

d) General Pest Control

The Concessionaire shall be responsible for ensuring the disinfectants, insecticides and pesticides used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board and shall carry out appropriate snake and insect control.

(i) Disinfection Treatment

Pest Covered: Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, termites etc.

The Concessionaire shall take the following control measures:

- Intensive / extensive spray with oil / water-based chemicals.

- Frequency: as per prescribed schedule

(ii) Rodent Control

Pest Covered: Domestic/Field Rodents.

The Concessionaire shall take the following control measures:

- Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
- Trapping with lures
- Eliminating rats / mice with glue traps
- Frequency: as per prescribed schedule

(iii) Fly Control

The Concessionaire shall take the following control measures:

- Sanitation
- Chemical control
- Frequency: as per prescribed schedule

(iv) Mosquito Control

The treatment will be carried out all over the Site and surrounding areas inside and outside. The Concessionaire shall take the following control measures:

- Residual Spot Spraying
- Fogging Operations
- Mist Blowing
- Frequency: as per prescribed schedule

e) Housekeeping Monitoring and Control:

For better management and smooth services, the following monitoring mechanism will be adopted by the Concessionaire:

1. **Toilets Checklist:**

   The Concessionaire shall maintain a checklist covering cleaning and sanitation of toilets. This checklist is to be attached on the back of the toilet door. It is to be updated and filled up by the Concessionaire on duty at regular intervals each time the toilet is cleaned.

2. **Common Areas Housekeeping:**

   The Concessionaire shall maintain a register covering details of the cleaning and sanitation of common areas such as lobbies, corridors, staircases etc. This register shall be updated and filled up by the Concessionaire on duty

at regular intervals each time such common areas are cleaned.

(d) Help Desk & Reception Services

The Concessionaire shall operate the front-desk/help desk as per the guidelines provided by the Authority. These Services pertain to assisting/guiding the visitors, Authority's staff, attending to problems at the help desk, resolving the problems to closure, which occur on day-to-day basis and shall also include support for bus information and other passenger services.

The help- desk/front-desk operations shall include responding and resolving the problems which may relate to visitors/Site which may or may not be logged (problems such as failure of Public Announcement System, UPS, fire alarm etc.).

The Concessionaire shall also undertake the following:

1. Complaint and Incident Management Register:

Maintenance of 'A' Register

The Concessionaire shall maintain a separate register, referred to as the 'A' Register, to record all complaints and incidents, including but not limited to theft, missing persons, missing or unclaimed items, accidents, nuisances caused by miscreants, and any other events disrupting the day-to-day operations of the Integrated Bus Terminal. The Concessionaire shall designate a nodal officer to coordinate with the local police for matters recorded in this register. The 'A' Register shall include appropriate columns such as complaint number, date, name and address of the complainant, substance of the complaint, details of missing/unclaimed items, and actions taken by the Concessionaire. Upon registration of a complaint, the Concessionaire shall issue a receipt to the complainant stating the date, complaint number, and actions taken. All complaints recorded in the 'A' Register shall be promptly forwarded to the nearest Police Station in the prescribed format containing all basic details of the complaint for necessary legal action. Any unclaimed items shall be handed over to the nearest Police Station through the nodal officer designated by the Concessionaire for further action.

Maintenance of 'B' Register

The Concessionaire shall maintain a separate register, referred to as the 'B' Register, to record complaints regarding facilities and maintenance within the Integrated Bus Terminal.

Monthly Reporting to the Authority

The Concessionaire shall submit a monthly report to the Authority detailing the status of complaints received and the handover of missing goods to the respective persons or the relevant Police Station. The report shall be submitted on a regular monthly basis, in the format and manner prescribed by the Authority.

Handover Documentation

In cases involving the handover of lost goods, missing persons, or reports of nuisance, the identity and contact details of the person collecting the item or individual concerned shall be duly recorded. The Concessionaire shall comply with any further directions provided by the Police or the Authority regarding such matters.

2. **Suggestions Book:**

The Concessionaire will maintain a suggestions book in which any user of, or visitor to, the Facility can record suggestions for the betterment of the Services. To the extent practical, the Concessionaire shall take on board these suggestions to improve the quality of the Services.

(e) Gardening & Lawn Management

The Concessionaire shall be responsible for ensuring proper maintenance and upkeep of all horticulture works in the landscaping area. Adequate equipment shall be maintained by Concessionaire including grass cutting machine and other tools required for maintenance of horticulture areas.

Concessionaire shall grow seasonal plants and seasonal flowers as deemed fit by the Authority to maintain the horticulture/ landscape as per the satisfaction of the Authority. Concessionaire shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, and Manures etc.

Broad Scope of services will be as follows:

(a) daily watering;
(b) weed removing;
(c) trimming and pruning;
(d) soil mulching;
(e) lawn mowing;
(f) hedges and shrubs cutting etc.;
(g) cleaning garden areas;
(h) applying fertilizer or compost manure/vermi culture manure as per direction or as and when required;
(i) applying pesticides and fungicide as per direction or as and when required;
(j) maintenance of vermi compost pits;
(k) disposal of dry/fallen leaves;
(l) seed collection and sowing;
(m) preparation and maintenance of planting materials;
(n) operation of tools, machinery as required for the garden; and
(o) general maintenance of existing plants, tools, etc.
(p) make good the defects during Defect Liability Period (180 (One hundred and Eighty) days) as per the Concession Agreement.

(f) Complaint management

Concessionaire shall create a complaint kiosk with a designated senior official of the Concessionaire managing the same with adequate infrastructure for time bound complaint management. Concessionaire shall develop an online software-based application for facilitating complaint raising by end-users where an acknowledgement number shall be issued automatically to the complainant and enabling easy monitoring by the Authority. Such facility shall be easily approachable and adequate signage should be provided to guide end-users to the complaint kiosk.

The defined SLA provides the time for responding and closure of complaints by Concessionaire based on standards these present guidelines and may be changed

by Authority from time to time. These defined **SLA are provided in Annexure-3**

To the extent possible, the Concessionaire shall ensure that vendor/ manufacturer performs their obligations as per their respective contracts. In spite of the efforts made by the Concessionaire, should any vendors / manufacturers fail to perform their obligations, the Concessionaire shall notify the Authority and ask for necessary action.

(g) Reporting

The Concessionaire shall establish an MIS system for reporting. The Concessionaire shall submit the following reports within the stipulated time to the Authorized Officer of the Authority:

(a) Initial Review Report;
(b) Monthly Reports;
(c) Deployment Report;
(d) Attendance Reports (Bio Metrics) ; and
(e) Statutory compliance intimation report
(f) Lost & Found Register

The MIS report shall cover the following aspects:

- Consumption and stock of consumables
- Compliance of preventive maintenance plan
- Resource deployment report (manpower, equipment)
- Expense report (committed and invoiced amounts)
- Energy consumption – by utility, by premise
- Status of periodic activities as described under scope of services for Operation, Maintenance.
- Facility Inspection: The Concessionaire shall conduct regular comprehensive facility inspection and perform any additional operations & maintenance activities that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Authority. The Concessionaire shall indicate frequency of inspection covering entire Site.
- Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time

schedules, etc.

- Prepare a foot fall report for the visitors.
- Customer Feedback Analysis
- Report on Audits/ drills etc.
- Complaint Management reporting.
- MIS on procurement, statutory payments & on any other invoices processed by Authority.
- Any other reports as needed from time to time.
- IT assets, stationaries and operating cost required to prepare report is in the scope of Concessionaire
- Concessionaire has the option to use any software for managing the Facility.
- Concessionaire shall submit the Performa and format and the same shall be approved by Authorized Officer.
- Statutory compliance intimation report: Concessionaire shall maintain a log/ tracking sheet of all statutory or regulatory compliance and is responsible for obtaining all approvals/licenses for the O&M of the Project including their renewals thereof. Concessionaire shall monitor and intimate the Authority minimum 30 days or as required in advance before expiry of any such statutory or regulatory compliances.
- Any other reports / compliance certificates as needed from time to time.

(h) Parking Management

The Integrated Bus Terminal has parking areas / spaces for 4-wheeler and 2-wheelers. The activities and responsibilities of the Concessionaire with respect to parking and vehicle management are as follows:

- Collection of Revenue;
- Support for parking management;
- Manage operations at entry and exit passenger vehicles;
- Vehicle and traffic management within the facility / free parking area;
- Managing movement of vehicles at drop-off points to avoid congestion
- Monitoring & guiding for smooth and hassle-free parking; and
- Surveillance of vehicle movement.

- Coordination with Authority / authorized representative of Authority where required;
- Performing housekeeping duties in the parking area, maintaining ambient air quality, and displaying advertisements in the parking area;
- To ensure ambient air quality and fresh air circulation in the basements
- No person shall cause or permit a taxi/auto to ply for hire or load passengers other than at a designated authorized standing area determined by the Authority. The Concessionaire must adhere to any additional guidelines for managing autos/taxis as approved by the Authority;
- The Concessionaire shall install appropriate additional equipment / signage, etc. to manage and monitor the entry and exit points including automated ticketing facilities.

(i) Security/Attendant Services (Watch & Ward)

The activities and responsibilities of the Concessionaire with respect to security services are:

- To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- Ensure safety and security of men and material,
- Guiding passengers and visitors to desired bus bays/ locations/concerned officials/ occupants,
- Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- Prevent entry of stray animals like cow, dogs etc.,
- Round the clock patrolling of the Facility,
- Handheld metal detectors should be provided by the security agency to security guards for sample checking and frisking of visitors as well as their carry bags,
- The Authority shall provide scanners, metal detectors, and other necessary equipment as required by the Tamil Nadu police to conduct vehicle checks at entry points as needed. In case of theft or security footage requirement and other aspects relating to safety and law/order, the Concessionaire shall

cooperate with Tamil Nadu Police and other allied departments of the Authority and/or Government. The guidelines issued by the Authority/ Tamil Nadu police with respect to the security of the Integrated Bus Terminal shall be adhered by the Concessionaire.

- Concessionaire shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by Authority
- Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- Having effective control on movement of materials in / out,
- Physical guarding of entry / exit points,
- Screening / directing of passengers and visitors,
- Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- Assisting the occupants during the emergency evacuation of the terminal,
- Rescue operation of passengers stranded in the lifts,
- Complete disaster management in case of emergencies/ disasters,
- Ensuring and monitoring the operations of Barriers & Access Control System,
- Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- Providing a logbook register for making entries by the security personnel of their presence at duty Site,
- Provide at its own cost:
    a. proper clean uniform and badges and
    b. photo identity cards as per laid down rules for Private Security Agencies.
- Concessionaire shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Authority will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel

shall be deployed for duty. Concessionaire shall bear all the expenses incurred on the following items i.e., required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

- Submission of notification regarding abandoned vehicles in parking lots and their subsequent removal, with the assistance of the Police;

(j) Management of command control Center –

The Concessionaire operator shall be responsible for managing the command control center in the terminal. The Concessionaire shall provide experience personnel for the operation of command control system. The Concessionaire shall ensure that necessary information is promptly shared with the Authority, Tamil Nadu police, or any other person authorized by the Authority.

(k) Water supply Maintenance

- Water supply source will be provided by the Authority.
- Pumping water to the overhead tanks in the Integrated Bus Terminal by switching on the pump and switching off after filling up the water, in two shifts, or as frequently as required.
- Check the availability of water in the water tanks and fill the tanks as when required.
- All the water coolers/ water tanks in the Integrated Bus Terminal have to be cleaned twice in a week by a trained person.
- Filters provided in the water purifiers are to be cleaned as per the instructions of the suppliers.
- Chlorinating the water at overhead tank/ storage tanks as per the requirement and Maintenance of water quality.
- Disconnecting and reconnecting plumbing connection in case of water heaters/ geyser, electrical gadgets, wherever such electrical items are required to be replaced / repaired.
- Arresting leakage through window sills, etc and arresting leakage in sanitary and water lines with sealant / caulking materials.

- Cleaning of drinking water/ pipelines, rainwater lines, wastewater pipes, bore well water lines including disconnecting and reconnecting the pipes as per requirements.
- Fittings and pipes including bore well pipes of the Integrated Bus Terminal which may clogs and cleaning is necessary on regular / urgent basis.
- Operating and keeping all equipment, accessories, safety/protection devices etc in healthy condition at all times including cleaning on daily basis
- Attending to breakdowns, failures, faults in the equipment/system, replacement/repair etc and restoration of operation within the shortest possible time
- Repair of faulty spares/items as required
- Checking and maintaining log book for running of pumps and water levels reading in different tanks / sumps.
- Cleaning of pump house, sump & bore well pumps including pumps, motors, starters, panels, pipe racks etc
- Performing periodic water quality sampling/ testing and submit test results to Authority for necessary action.
- Entry of meter reading/ consumption monitoring on a day to day basis and reporting to Authority.
- In addition to the aforementioned works the contractor shall carry out necessary maintenance, renewals, repairs, replacements and relevant works as directed by the Authority.

(l) Sewerage & Drainage Maintenance

- Cleaning of manholes, septic tanks, closed drains, gully trap, gutters inside the Integrated Bus Terminal leading and connected with the main sewage line. These areas are to be cleaned once in every two months and as and when situation demands or as advised by the Authority time to time.
- Cleaning and removing the chokes in the sewer lines below / above ground level for smooth functioning of sewerage system and maintenance of the same.
- Operation, maintenance and repairs of suction, delivery and diversion valves provided on the main sewer pipe line for disposal/ diversion of Integrated

Bus Terminal sanitary effluent to city/ town main sewer.

- Operation, maintenance and repairs of electrically/ diesel operated portable centrifugal pump for pumping out of effluent (sanitary) water from manhole or from any other place. The job includes shifting of pump etc. from one location to another location, removal and fixing of suction/ delivery pipes etc. as per directions of Engineer-in-charge/ his authorized representative
- Cleaning of major storm water drains flowing inside the Integrated Bus Terminal, at least once in a month and disposing immediately the silts, mud, debris etc. to Authority dumping ground without causing nuisance to anybody.
- All minor drains shall be cleaned daily & as required so as to ensure smooth discharge of wastewater. There shall not be any stagnation & overflowing of water.
- In addition to the aforementioned works the contractor shall carry out necessary maintenance, renewals, repairs, replacements and relevant works.

(m) Electrical Maintenance

- Electrical maintenance of various type of buildings/ structures within the Integrated Bus Terminal.
- Electrical maintenance of Bore well pump motors, Street lighting and periphery lighting inside Integrated Bus Terminal such as Service complex, meeting rooms, canteen, corridors, toilets as directed.
- Electrical maintenance of operational area inside Integrated Bus Terminal such as Power stations, AC plants etc., under the supervision of Authority Staff as directed.
- Attending to making good of fuse off complaints
- Replacing of burnt out or damaged switches, sockets, holders, switch boards etc.,
- Temporary wiring and lighting
- Dismantling of burnt pump motors, burnt ceiling fans, burnt chokes of light fixtures and installing the same after repairs
- Fixing of Geysers, boilers, repairing of geysers for the replacement of defective thermostat, rectification of major leaks of the geyser

- Repairing the burnt chokes of street light fixtures and changing of fused Authority in the fixture
- Periodical maintenance of light fittings, street light fittings, ceiling fans, exhaust fans including repairs like replacement of fused Authority and tubes, checking of chokes, capacitors, starters, holders, terminals, control gears, regulators etc.
- Periodical checking and maintenance of all electrical installations such as water supply pump motors, garden/ landscape pump motors and starters
- Diagnosing the cable fault and rectifying the defects by providing straight through joints, end terminations etc., as directed.
- Preventive maintenance of above listed installations to be carried out in a well-planned manner with periodicity as detailed in general, as directed.
- Any other electrical maintenance / repair works as required other than the ones mentioned above shall also be executed by the Concessionaire, as per the directions of the Authority.
- Preventive maintenance shall be effectively carried out in consultation with Authority.
- Recording and up-keeping of Logbook for various operation as mentioned in should be strictly followed.

(n) Street Lighting Maintenance

- Checking of street-lighting within the Integrated Bus Terminal.
- Replacement of defective parts of streetlight such as holder, bulb, tubes, chokes etc.
- Regular switching "ON" and "OFF" streetlights.
- Replacement of defective street-light fitting/fitting cover/ lamp, if necessary.
- Painting of street lighting pole if necessary.
- Entry of meter reading/consumption monitoring on a day-to-day basis and reporting to Authority.
- Identify and Implement Energy Saving options in Street lighting.

(o) Other Jobs

- Attending to all the Complaints recorded in Registered / received relating to

Civil, Water Supply and Sanitary Systems & Plumbing works and Allied works and rectifying the defects wherever necessary including cost of materials replaced in the Integrated Bus Terminal.

- Eradicating weeds, shrubs, etc. and removal of plant growth in external and common areas of buildings and in plumbing lines periodically without any extra cost such as scaffolding, etc. by pouring acid / saturated ammonium sulphate solution periodically.
- Providing all tools, tackles, machines, equipments and other housekeeping/ maintenance related consumables etc. Safe custody of all such materials will be Concessionaire's responsibility. No extra charge will be paid for the same.
- Procurement & supply of spares in time so that O&M is not held-up for want of spares.
- Procurement & supply of consumables in time so that O&M is not held-up for want of consumables.
- Preventive Maintenance of equipment including planning, drawing-up PM Schedules etc. This would include all checks/works, servicing/overhauling as per manufactures' manuals as available with Engineer.
- Co-ordination with other agencies operating at Site, statutory authorities etc. for carrying out the work including arrangement for shut-downs etc.
- Maintaining daily logbook of events, complaint registers/files, spares consumption registers/files etc.
- Any other work required for efficient O&M of the Systems not mentioned above or as directed by Authority.
- Performing daily, weekly, monthly, quarterly, half yearly and annual checks for efficient Operation & Maintenance of the Systems as and when required and as advised by the Engineer in-charge.
- All the workers engaged by the contractor in the Integrated Bus Terminal, shall have the uniform.
- The Contractor shall provide proper uniform, shoes and other safety gadgets like hand gloves, raincoats etc., for their personnel during O&M services at Site.

- All staffs of the organization shall bear photo identity card during the period of work, which shall be duly signed by the authorised representative of the contractor.
- All workmen/manpower to be engaged by the contractor should be covered under the statutory government regulation framed from time to time.

(p) Manpower deployment

The Concessionaire shall deploy an Estate head who shall be either a nodal officer or an ex-army man for overall management of entire operation, personnel and ensure different standards of service/operation to be performed under the Scope of services. The manpower should be briefed in a manner that they are ready to take additional/ alternate tasks in case there is a heavy rush in the Integrated Bus Terminal.

i. The minimum manpower required to be provided by the Concessionaire as set out in **Annexure 4**.
ii. Concessionaire shall provide the above minimum manpower to efficiently and effectively manage the facility. However, Concessionaire shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of services for the Concessionaire.
iii. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to the Concessionaire during the Concession Period and as required from time to time. The payment for such manpower shall be in accordance with the provisions of Code on Wages, 2019 .
iv. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the agency while determining the cost of respective category of manpower.
v. Police verification of the manpower deployed by the Concessionaire should be complete and must be shared with the Authority upon request.
vi. The Concessionaire shall comply with all Applicable Laws including labour legislation etc.,
vii. The Authority shall verify the information/status of deposit of EPF and ESI done

by the Concessionaire for the deployed manpower every month on random basis.

viii. The Concessionaire is prohibited from employment of child labor in accordance with the Applicable law.

ix. Adherence with all Applicable Laws, policies, codes, regulations, rules including labor laws, labor codes and Occupational Safety, Health and Working Conditions Code, 2020 as amended from time to time.

(q) Advertisement Guidelines

The guiding principles Outdoor Advertising Policy are as detailed in this section. In addition, the same shall be revised, modified, changed, added, removed etc. as and when required by the Authority and approval for same shall be obtained by concessionaire before implementation of same.

(a) The guideline for advertising is driven, not only for revenue imperatives, but for enhancement of overall user experience of the Integrated Bus Terminal. Therefore, in its implementation, it will be clear that digital advertisements are permitted to enhances the external / internal aesthetics of the Site and if there are any concerns on the below aspect advertisement / branding shall not be permitted by Authority:

   a. Concern for Road, Pedestrians & Users safety
   b. Has any Structural modification / implications
   c. Obstruct the External Façade, Elevation of the Site / development

(b) The policy will explicitly work to discourage visual clutter. This will be done by increasing the space between the advertisement

(c) The policy is judicious in ensuring that there is a differentiation between the use of commercial advertising and self-advertising, where signage is used to identify the location of the sub- license of the building or the space within the building.

(d) No political advertisement shall be permitted.

(e) Advertisements shall not show or refer to dangerous practices or manifest a disregard for safety or encourage negligence. Encourage Safe practices e.g. wearing of helmets and fastening of seatbelts, not using mobiles/cell phones when driving, etc.

(f) The sign boards should be non-reflective such that they do not flash or glare at drivers on the streets. They should not use reflective surfaces as mirror foils as the use of such material is visually disruptive to traffic and can be hazardous to drivers.

(g) All lighting associated with the Advertising Device shall be directed solely on the Advertising Device and use of flashy colours or reflective material that will divert the attention of the users shall be prohibited

(h) Upward pointing light of the device shall not be allowed, any external lighting is to be downward pointing and focused directly on the sign to prevent or minimize the escape of light beyond sign.

(i) Display of posters, banners, wall painting shall be restricted

(j) Carrying of advertisement on animals, animal drawn vehicles/carriages or using live animals to advertise in the city is strictly prohibited and no person shall advertise in any manner or cause to be advertised, any advertisement that shall damage, cut, stuck, nailed, tied, attached, fixed in any manner on any tree

(k) Advertisements will not be allowed or shall be demolished or removed anytime which contains the following themes/messages:

a. Defamatory towards any caste, colour, creed, religion, nation, community, race or institution;
b. Advertisement of drugs, alcohol, cigarette or tobacco items;
c. Advertisements propagating exploitation of women or child;
d. Advertisement depicting cruelty to animals;
e. Advertisement casting aspersion on any brand or person or trade;
f. Advertisement glorifying violence or advertisement of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.);
g. Advertisements which may be defamatory, trade rebellious, obscene, Nudity, Pornography, contain an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986 or unlawful;
h. adherence with any of the conditions of the agreement;
i. Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under

any Applicable Laws for the time being in force;

(l) Obstruct the clear vision for users, signages, public information displays etc., block the passage or entrance or cause inconvenience of access to any part of the building or block the passage of light or circulation of air/ ventilation to any building or block any door, window, verandah or any such opening in any building or cause any inconvenience to the public or buses or other vehicles within Site.

The concessionaire shall obtain approval from the Authority for:

(a) Advertisement Strategy, Plan, Implementation methodology, operational & maintenance procedures or any other regulation or guiding principles to ensure adherence to the above regulation before Appointed Date.

(b) Erection of new structure, media or modification or removal of existing structure etc. for advertisement, branding etc. post Appointed Date.

(r) Others:

The Concessionaire shall be responsible for O&M of the Integrated Bus Terminal and manage the following aspects for ensuring proper O&M of the facilities at the Site:

(a) Handover the Project to the Authority in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carry out snagging, de-snagging and testing of the Project.

(b) Shall assume responsibility for all services outlined in the Scope of Services.

(c) Co-ordination with all the stakeholders of the Authority, contractors, consultants and other agencies.

(d) Ensure working of all audio-visual equipment at various locations within the facility and assist office bearers for setting up of the installed devices and configuring it. The personnel handling the audio-visual equipment have to be conversant with the devices installed in the facility. Such personnel shall be informed by office staff about meetings / events for which the devices need to be used / configured. They are also required to test the devices at regular intervals to ensure all are in working condition and report any issues with audio-visual equipment through the facility manager to the Authority. They are also required

to ensure timely cleaning of all installed devices, systems, screens etc.

(e) Maintain a record of all the equipment/assets at facility, keep record of the vendors details and keep track of the dates of AMC/warranty validity. The initial AMC or warranties provided by the supplier, along with the installation, shall be provided by the Authority to the Concessionaire. However, the renewal of Annual Maintenance Contracts (AMCs) and extension of warranties, if and wherever applicable, shall be carried out by the Concessionaire in collaboration with suppliers or any agency authorized by the machinery supplier. These renewed AMCs and warranties shall be handed over to the Authority on the handover date along with the Project facilities.

(f) Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports.

(g) Maintenance of reports, log-books etc. for operation & maintenance of various systems & equipment, maintenance of equipment history,

(h) Co-ordinate with main contractor/interior contractor/Other contractors / suppliers as applicable for rectifying of defects under the defects liability period.

(i) Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. The Concessionaire shall co-ordinate for:

- Repair technician for doors, blinds and floor springs etc.
- Original Equipment Manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, Escalators, HVAC and other E&M systems, (auto flush system, other sanitary fixtures), AV Installations and related items covered under the scope of Main Contractor.
- Works like painting, polishing, tiling, ceiling etc.

(j) Calculation of common area maintenance charges.

(k) Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.

(l) Keep the inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.

(m) Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Authority /

authorized representative of Authority.

(n) Coordinate with third party for conducting equipment audit, fire audit as and when required by Authority.

(o) Brief the representative on maintenance & operational proceedings as required

(p) The Concessionaire shall be responsible for providing space for a Wellness Centre/First Aid Room as indicated in the floor plan for the Ground Floor.

(q) The Concessionaire shall report to a Nodal Officer appointed by Authority for the management services as and when required.

(r) The Concessionaire is required to offer complete assistance to the Tamil Nadu police in the event of any theft or when inspecting CCTV footage or providing any additional information, in case of any incident or otherwise and shall cooperate with the Tamil Nadu police, Authority or any other persons as instructed by Authority in any matter whatsoever.

(s) Conduct medical / general health check ups for all the staffs regularly

3. Deduction for Non-Performance

Subject to the terms and conditions mentioned in the Concession Agreement, any deficiency by the Concessionaire in the performance of its delivery obligations, shall render him liable to cure the defect and pay any or all of the penalties mentioned in Annexure-5 dealing with Deduction for Non-performance.

Failure in performing the delivery obligations is to be to be cured in accordance with Annexure-3 dealing with Key Performance Indicators under Service Level Agreement. In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth under the service level agreement within the standard repair period specified therein (hereinafter referred to as "Minimum Requirement Period"), notice shall be given by the Concessionaire or by the Authority at the expiry of the Minimum Requirement Period as per the Annexure- 3 granting an additional repair period along with imposition of appropriate penalty as mentioned in Appendix I- Annexure 3 of this Agreement for the rectification of the defect (hereinafter referred to as "Additional-Compliance Period"). If the defect is not fixed within the specified Additional-Compliance Period, the Authority will send a second notice to the Concessionaire at the expiration of the Additional-Compliance Period, providing a one-time cure period to rectify the defect. The duration of the cure period shall be as per the Minimum Required Period, or any further extension as

determined by the Authority. If the defect is not remedied by the end of the aforementioned cure period, the same shall be considered as an event of default and the Authority may at its discretion rectify the defect at the cost of the Concessionaire. If the Concessionaire fails to rectify the defect three times in continuous period of 365 (Three hundred and Sixty-Five) days, it shall result in the termination of the Concession Agreement. Written permission from the Authority shall be required in the event of any extraordinary circumstances. If the Concessionaire fails to comply with the service level agreement and this results in any financial loss to the Authority, Concessionaire shall be responsible for rectifying the damages at actual costs. The decision of the Authority shall be final and binding on the Concessionaire.

4. Revenue Components

The revenue generating components in the Project includes the following:

(i) Entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses
(ii) entry fee per omni bus
(iii) retail shops
(iv) advertisements
(v) 2W/ 4W parking
(vi) cloak room
(vii) Any other charges with the approval of the Authority

5. Annexures

Annexure 1 – Area Statement

i. **Site Area - Summary**

S. No	Particulars / Location	Site Area		
		Acres	Sqm	Sqft
1	Terminal Building Including bus platforms	5.55	22,474	2,41,911
2	Landscape in site	3.47	14,057	1,51,309
3	2 wheeler surface parking	0.58	2,345	25,244
4	Bus driveway - Mofussil / Omni and Idle parking	15.11	61,140	6,58,108
5	Paved Area- Auto / Taxi driveway	3.41	13,797	1,48,509
6	Bus ramp to first floor	0.70	2,822	30,379
7	Basement entry ramp	0.13	522	5,616

S. No	Particulars / Location	Site Area		
		Acres	Sqm	Sqft
8	Driver's dormitory building	0.20	824	8,871
9	Paved area near driver's dormitory	0.22	891	9,592
10	Platforms in Auto / Taxi parking area	0.93	3,762	40,490
11	Toilet Area in Landscape	0.04	177	1,900
12	EB room	0.05	200	2,153
13	Future development	1.60	6,466	69,597
14	Exterior road - Rear and Southwest - 36 m road	8.61	34,844	3,75,052
	Total site area	40.60	1,64, 321	17,68,731

ii. **Detailed Site Area- Terminal Building**

S. No	Particulars / Location	Site Area		
		Acres	Sqm	Sqft
A	**Basement Floor**			
1	Drive way / Parking area	1.82	7,378.96	79,426
2	Lifts/ Main ducts area	0.01	37.03	399
3	Skylight Duct Area	0.02	71.76	772
4	Escalator	0.01	49.59	534
5	Staircase	0.03	118.07	1,271
	Total Area - Basement		7,655.41	82,402.10
B	**Ground Floor**			
1	Terminal Building - Commercial Area (Shops, Restaurants, etc.)	0.43	1,757.10	18,913
2	Terminal Building - Admin & Utility Space	0.21	852.63	9,178
3	Terminal Building - Circulation Area	2.25	9,121.79	98,186
4	Terminal Building - Landcsape	0.17	680.84	7,328
5	Terminal Building - Passenger Waiting Area	0.30	1,212.03	13,046
6	Staircase/Lifts/Ramps/ Escalators/ Ducts	0.35	1,419.69	15,281
7	Toilet Area	0.34	1,369.88	14,745
8	Bus Platforms - Mofussil	1.47	5,963.41	64,190
9	Skylight Ducts	0.02	96.93	1,043
	Total Area - Ground Floor		22,474.30	2,41,911.07
C	**First Floor**			

S. No	Particulars / Location	Site Area		
		Acres	Sqm	Sqft
1	Driveway Excluding Ramp	1.84	7,433.81	80,017
2	Platform walkway	1.03	4,177.36	44,965
3	Lifts and Ducts	0.01	51.24	551
4	Staircases	0.06	225.91	2,432
5	escalator	0.03	115.91	1,248
6	Retail (8*6 ft)	0.00	8.92	96
7	Toilets	0.01	39.99	430
	Total Area - Ground Floor		12,053.14	1,29,738.78
D	**Other Area**			
1	Terminal Bus Finger	1.47	5,963.41	64,190
2	First Floor - Tensile Roof	3.08	12,480.10	1,34,335
3	Total Area - Others		18,443.51	1,98,524.14
	Total Other Area		42,183	4,54,052
	Total Terminal Building		**60,626**	**6,52,576**

iii. **Detailed Site Area- Bus Bays**

S. No	Particulars	Area (Sqm)	Area (Acre)
1	Express Buses	6,990	1.73
2	Idle Parking	690	0.17
3	OMNI Bus Platform	3,347	0.83
4	FF - Local bus Platform	4,602	1.14
	Total Site Area	**15,629**	**3.86**

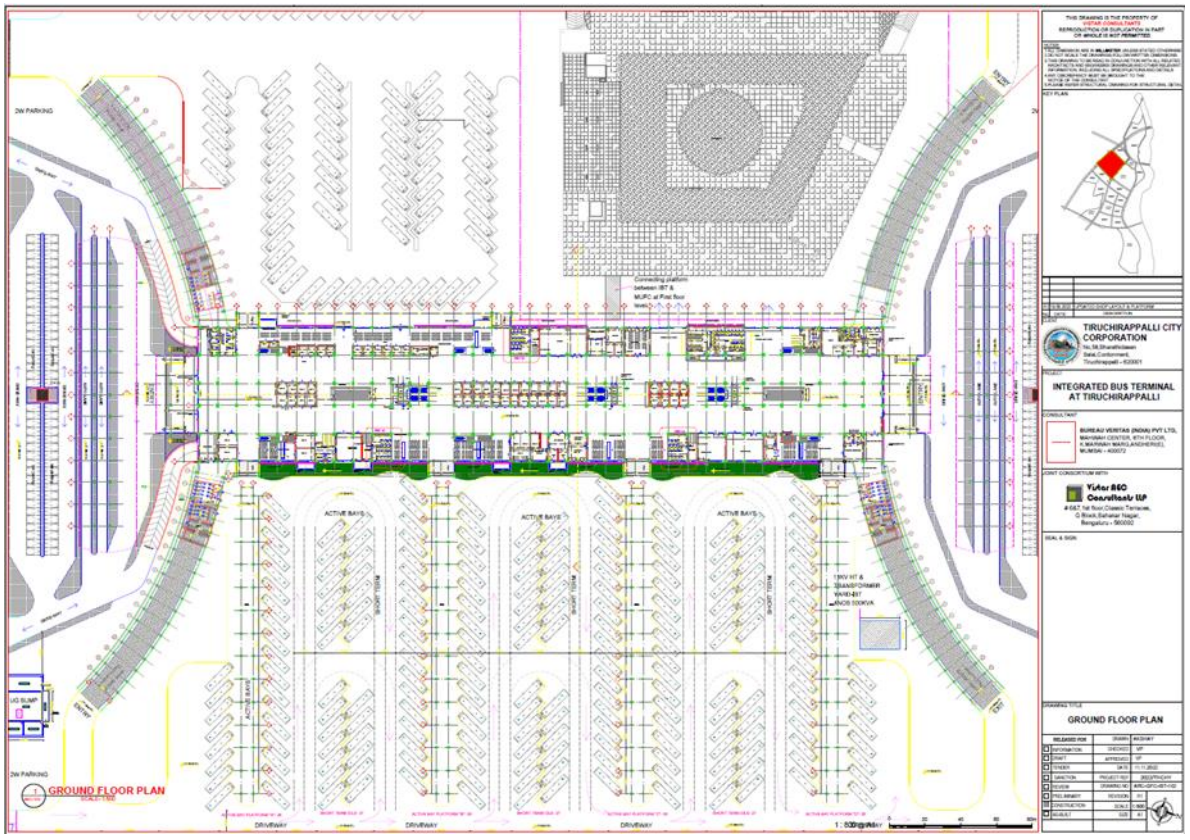
iv. **Detailed Site Area- Driver's Dormitory**

S. No	Particulars / Location	Site Area		
		Acres	Sqm	Sqft
A	Ground Floor			
	Driver's Dormitory - GF	0.14	579.00	6,232
	Toilets	0.04	175.24	1,886
	Staircase	0.02	82.00	883
	Ramp/ Entrance	0.01	44.93	484
B	First Floor			
	Driver's Dormitory - FF	0.14	578.00	6,222
C	Terrace Area	0.16	640.01	6,889
			2099.18	**22595.37**

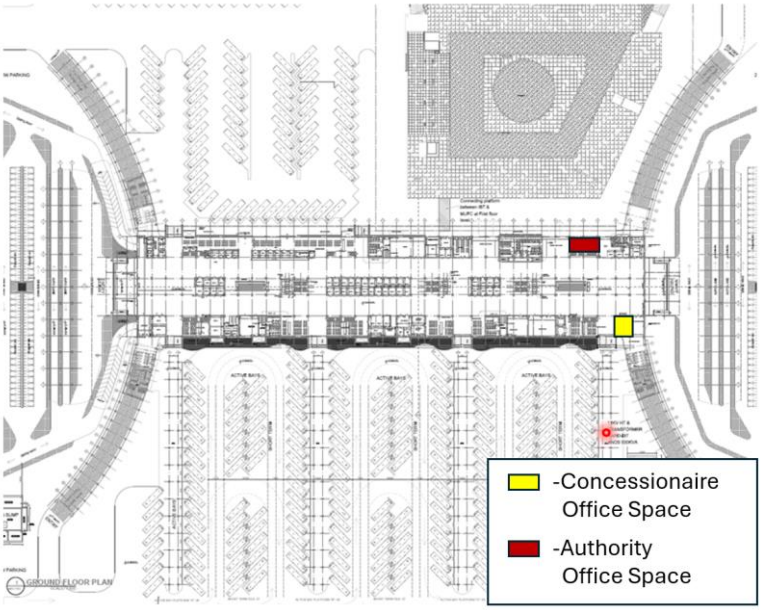
Note: Bidders are required to obtain detailed drawings from the Authority as specified in Annexure 1, conduct a site visit to the Project Site, and ensure full satisfaction with all relevant conditions prior to submitting their Bid.

v. **Drawings:**

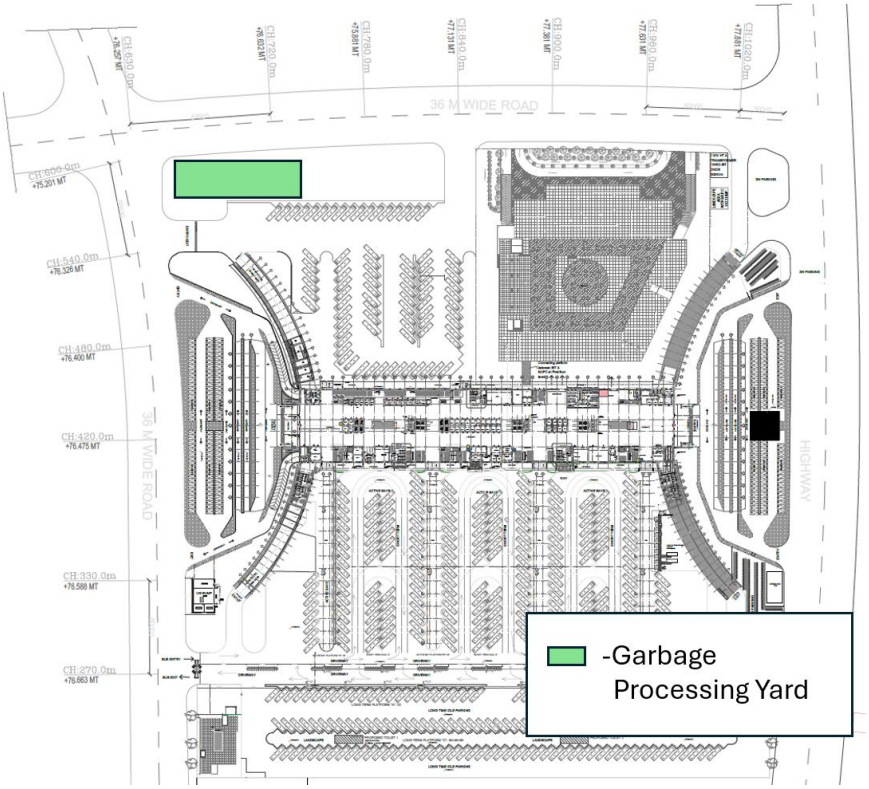
Ground Floor: Integrated Bus Terminal



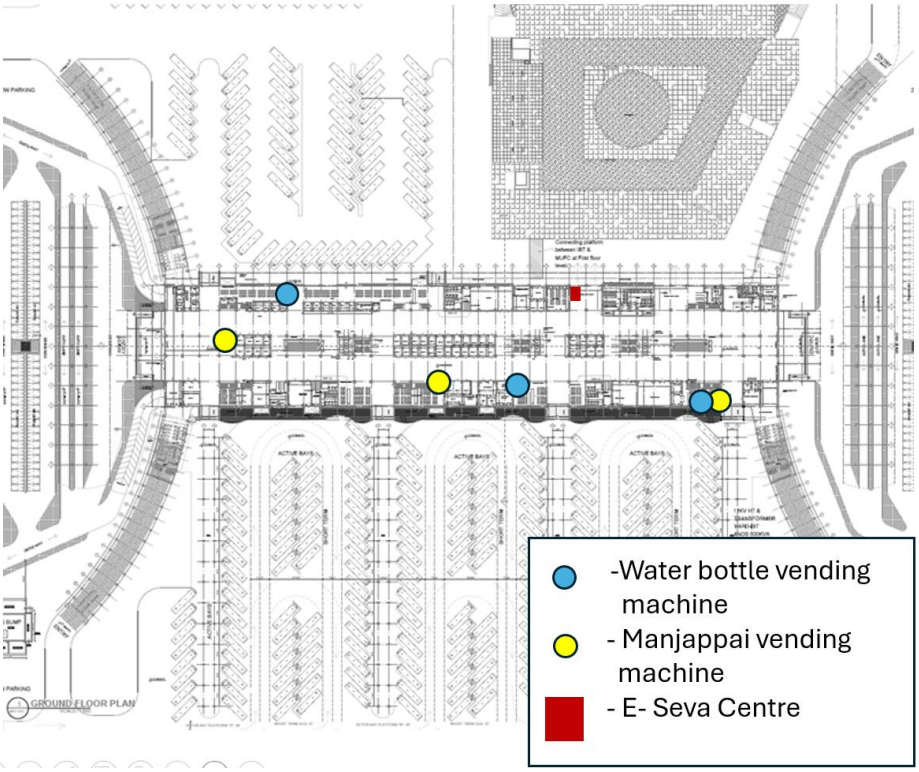
Location of Concessionaire and Authority office spaces



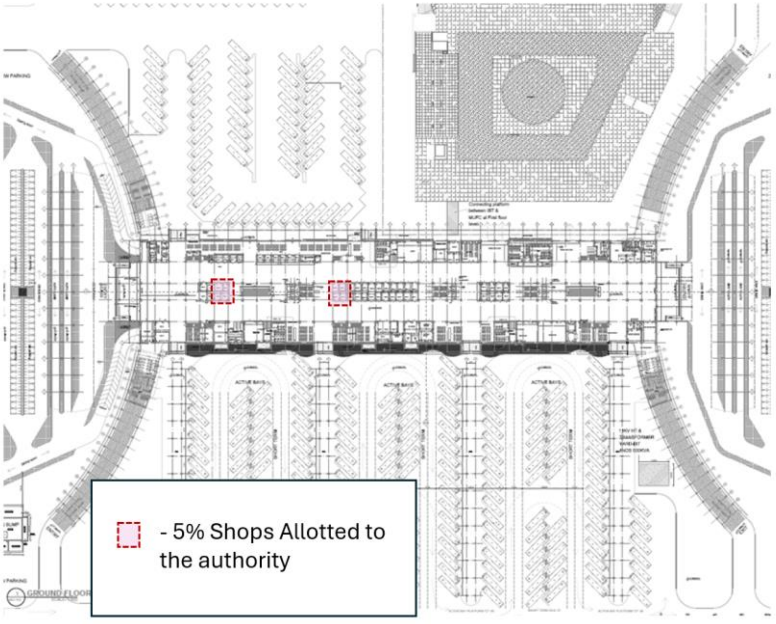
Location of Garbage Processing Yard



Location of Vending Machines and E- Seva Centre



5% shop area to be allocated to the authority



Shop number	Area (in sq ft)
Shop 13	132.3
Shop 14	146.31
Shop 15	133.47
Shop 16	132.14
Shop 45	130.14
Shop 46	130.14
Shop 47	144.83
Shop 48	132.14

Annexure 2 – Details of Available Assets at IBT Panjappur

Agt No	Description of work	Qty	Unit
1	15mm dia. brass CP screw down tap / Pillar tap (heavy duty) of approved make conforming to BIS specifications and quality including cost of shellac, thread, etc. complete complying with standard specification and including cutting and threading wherever necessary (Taps should be got approved by the Executive Engineer before use on the works).		
	SD Tap	54.00	**Nos**
	Pillar Tap	94.00	**Nos**
2	C.P.Towel rail 600mm long and 20mm dia.	20.00	**Nos**
3	C.P.Soap tray of size 150 x 150mm.	20.00	**Nos**
4	Indian make bevelled edge mirror of size 600 x 450mm	94.00	**Nos**
5	15mm dia. C.P.Shower rose & stop cock		
	C.P. Shower Rose	16.00	**Nos**
	Stop Cock	16.00	**Nos**
6	Glazed earthenware wash hand basin of size 550 X 400 mm with a pair of cast iron brackets, including cost of 15mm diametre brass chromium plated piller tape,32 mm diametre C.P. Waste union, 32 mm diametre P.V.C. waste pipe with rubber plug and chain, 15mm diametre G.M.wheel valve, 15mm dia brass nipple, 15mm dia nylon connections etc.,	94.00	**Nos**

Agt No	Description of work	Qty	Unit
7	Indian Water Closet (Oriya type) of size 580 x 440mm White/Colour glazed earthen ware of approved quality and brand with "P" or "S" trap conforming to BIS with Crushed stone sand cushion and forming flooring alround the closet using 40mm broken brick jelly in lime concrete 1:2:5 (One lime, Two Crushed stone sand and Five brick jelly) 100mm thick and finishing the top to the required slope and including giving necessary connection to CI soil pipes (including the cost of 100mm dia CI pipe for a length of 600mm) by dismantling brick masonry wall / reinforced cement concrete roof / floor slab and making good the dismantled portion to the original condition with leakages etc., complete complying with standard specifications and as directed by the departmental officers - White IWC	54.00	**Nos**
8	Star White color Wall mounted European Water closet with out cistern- comprising the following Works including necessary civil works cutting and redoing the same making good to its original condition both the walls /floor wherever required etc complete. finished item of work and as directed by the SiteEngineer/Project In-Charge. The side gap between EWC face and the wall and the EWC mouth and pan connector to be filled with approved make silicon sealant along with WC outlet connector, PVC Chair bracket/ Fisher bolt and necessary CP fittings	64.00	**Nos**
9	Indian Make White/ Colour glazed earthen ware lipped mouth Flat Back Urinal of best approved quality with G.I.Pipe connection to suitable length,32mm bell mouthed P.V.C connection, 15mm dia. G.M.Wheel valve, fixing the urinal to the wall in position with necessary T.W.plugs, clamps, screws, shellac etc. including dismantling masonry if necessary and redoing the same to original condition, fixing the 15mm dia. G.I.pipe connection and wheel valve, painting the pipe with two coats of approved paint over one coat of primer and checked without any leakage complete, complying with standard specifications. - White Colour	173.00	**Nos**
10	Electric water heater of 25 litres capacity witth higher end Automatic Electrical Water Heater with copper container, with Glass Wool / Puf Insulation with MS powder coated shell suitable for 25 Litres capacity 230V / 1000W (Higher End)	16.00	**Nos**
11	CENTRIFUGAL MONOBLOC PUMPSET AS PER IS: 9079/2002 WITHOUT PANEL BOARD - Supply and delivery of Electric Monoset centrifugal pump conforming to IS: 9079-2002 - 10 HP	6.00	**Nos**

Agt No	Description of work	Qty	Unit
	Sewage Submersible pump - 10 HP	2.00	**Nos**
12	THREE PHASE PANEL BOARD STAR- DELTA WITH TWO LEVEL GUARD AND AUTO START -	10.00	**Nos**
13	Reverse Osmosis Water-cum-Purifier to deliver Potable Water -		
14	50 Litres	2.00	**Nos**
15	200 Litres	15.00	**Nos**
16	Health facucet of 15mm dia. including PVC tube of 1.0 mts, with C.P. Hook, including necesary fittings etc.	68.00	**Nos**
17	Micro Processor based Conventional 12 Zone Fire Alarm Control Panel having the rating of 24 volt DC power supply, consisting 230 / 24 volt SMPS unit, 2 Nos. of 12 volt, 7 AH standby batteries.	3.00	**Nos**
18	Conventional Smoke Detector suitably mounted on ceiling with MS juction box / false ceiling using fixing accessories like screws, plug, clamps etc. as per standard methods and as directed by the Departmental Officers. (Make: Apollo / Equivalent)	420.00	**Nos**
19	Manual Call Point (MCP)	21.00	**Nos**
20	Electronic Hooter / Sounder	21.00	**Nos**
21	Water CO2 Stored Pressure Type 9 litres capacity Fire Extinguisher as per new IS:15683 complete with control valve, gun metal cap, pressure gauge, operation sticker, discharge hose, wall mounting bracket, safety clip etc. as directed by the Departmental Officers.	15.00	**Nos**
22	Fire Fighting Application Horizontal Centrifugal Type Pump - 60 HP 415 volt	2.00	**Nos**
23	Diesel Engine Driven Main Fire Pump 68 BHP, 1500 RPM water cooled with radiator, diesel engine conforming to relevant BS & IS standard complete.	1.00	**Nos**

Agt No	Description of work	Qty	Unit
24	f) 12 V / 24 V storage battery, maintenance free tape, 180 AH rating, MS fabricated common base plate, coupling guard, foundation bolts etc., as required. g) Positioning the diesel engine driven fire pump over cement concrete foundation using suitable size anti-vibration mounting arrangement. All works carried out as per standard methods and as instructed by the manufacturer and as directed by the Departmental Officers. (Make: Kirloskar / Equivalent)		
25	Fire Fighting 2 Way Fire Brigade Inlet with necessary gun metal 63mm dia non-return spring shutter arrangements so that to control one way flow at the time of emergency water supply by fire and rescue service fire engine entry including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: KIARTAR/ OMEX/ EQUIVALENT)	1.00	**No**
26	Diesel Engine Pump Main Control Panel & Jockey Pump including necessary auto cut-in, cut-off and manual operations, battery charger switch arrangements, voltmeter, ammeter and running indication siren provision, wall mounting type etc.	3.00	**No**
27	Fire fighting application oblique type stainless steel Hydrant Valve of size 63mm dia with oblique type instantaneous coupling with rotating wheel to open and close the valve including MS flange of table “E”, bolts & nuts with washer as per IS 5290 at ring main around the building and wet riser inside the building including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR / LIFE GUARD / SAFE GUARD / EQUIVALENT.	57.00	**Nos**
28	Fire Fighting Application 180 degree swinging type, hose reel drum with 20mm dia. braided thermoplastic hose of 30 metres long, so as to extend to necessary distance by self rolling spindle wheel including necessary 20mm dia ball valve and open and close spray nozzle, warm clip, etc., as per the standard pattern of any reputed make at every floor nearer to hydrant valve, including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary., etc., complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR / LIFE GUARD / SAFE GUARD / EQUIVALENT.	42.00	**Each**

Agt No	Description of work	Qty	Unit
29	Fire Fighting Application Hose of 63mm dia of 15 metres length binded by copper wire with 63mm dia stainless steel male and female instantaneous fire fighting special coupling as per IS 901 as directed by the Departmental Officers. Near every hydrant points including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR/ LIFE GUARD / SAFE GUARD / EQUIVALENT.	114.00	**Nos**
30	Fire Fighting Application 63mm dia stainless steel short length Branch Pipe with hexagonal type spray nozzle of 15mm (or) 20mm jet bore. Near every hydrant points including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary, etc., complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR / LIFE GUARD / SAFE GUARD / EQUIVALENT.	57.00	**Nos**
31	Fire Fighting Application MS Hose Box to keep two number of hoses and 1 No. of branch pipe with nozzle having proper glass window type double door with universe open key, painted inside white and outside Post Office Red. Near every hydrant point including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR/ LIFE GUARD / SAFE GUARD / EQUIVALENT.	57.00	**Nos**
32	nominal bore quartized bulb type sprinkler bulb 68 Deg C fast response pendent type including GI collar for each sprinkler bulb, mounted in MS pipe line using suitable size MS threaded coupling, thread, shellac etc. as per standard methods and including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR / LIFE GUARD / SAFE GUARD / EQUIVALENT.	625.00	**Nos**
33	MS "C" Class Heavy Duty Pipe as per IS: 1239 to withstand a developing pressure of 10 kg./ Sqcm. including necessary fittings like MS flange of table "E", elbows, reducers, gaskets, bolt, nuts with washers & joints as per standard method of arc welding, including one coat metal primer and two coat Post Office Red painting including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled		

Agt No	Description of work	Qty	Unit
	portions to its original condition wherever found neccessary, etc. complete as per standard specification and as directed by the Departmental Officers (Make: JINDAL / EQUIVALENT).		
34	250 mm dia	10.00	**Rm**
35	200 mm dia	25.00	**Rm**
36	150 mm dia	1020.00	**Rm**
37	100 mm dia	300.00	**Rm**
38	80 mm dia	250.00	**Rm**
39	65 mm dia	300.00	**Rm**
40	50 mm dia	300.00	**Rm**
41	40 mm dia	600.00	**Rm**
42	25 mm dia	950.00	**Rm**
43	following sizes of Heavy Duty Foot Valve including all accesories, such as, MS flange of table "E", gaskets, bolts & nuts, etc. installed at end of 150 / 200mm dia. suction pipe line at sump including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete and as per standard specification and as directed by the Departmental Officers (Make: NORMEX / KARTAR / EQUIVALENT). 200 mm dia	2.00	**Nos**
44	cast iron body and bronze internal non-rising spindle sluice valve of sizes at required places to control the flow of water including necessary MS flange of table "E", gaskets, bolts & nuts including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: NORMEX / KARTAR / EQUIVALENT).		
45	200 mm dia	2.00	**Nos**
46	150 mm dia	15.00	**Nos**

Agt No	Description of work	Qty	Unit
47	100 mm dia	6.00	**Nos**
48	80 mm dia	2.00	**Nos**
49	Cast iron body and Gun metal or stainless steel internal Non-return valve of following sizes to control one way flow of water to be installed pump room at delivery line and near overhead tank at terrace level near to jockey pump and motor including necessary MS flange of table „E", gaskets, bolts & nuts etc. as per IS: 5312 including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers.		
50	150 mm dia	8.00	**Nos**
51	100 mm dia	5.00	**Nos**
52	Gun Metal Gate Valve of size 50mm dia size including necessary MS flange of table "E", gaskets, bolts & nuts etc. installed at pump house delivery line for the purpose of priming water to suction line including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: LEADER / EQUIVALENT).	3.00	**Nos**
53	Gun Metal Non-Return Valve of size 50mm dia including necessary MS flange of table "E", gaskets, bolts & nuts etc. installed at pump house delivery line for the purpose of priming to suction line so that to control one way including conveying, fixing and incidental charges etc., complete as per standard specification and as directed by the Departmental Officers (Make: LEADER / EQUIVALENT).	3.00	**Nos**
54	Armoured Aluminium /Copper Cables for electrical motor, control panel, pressure switch, jockey motor etc. all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: POLYCAB / PARACON / FINOLEX / EQUIVALENT).		
55	3 core 185 sq.mm. armoured aluminium cable	60.00	**Rm**
56	3 core 10 sq.mm. armoured copper cable	50.00	**Rm**
57	10 core 2.5 sq.mm. armoured copper cable	80.00	**Rm**
58	2 core 2.5 sq.mm. armoured copper cable	75.00	**Rm**

Agt No	Description of work	Qty	Unit
59	Pressure Gauge with 0 to 14 kg. range of reputed make with necessary valve, milling thread MS coupling fixed at deliverypipe line in pump house to read the developing pressureincluding conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to itsoriginal condition wherever found neccessary, etc., complete as per standard specification and as directed by the Departmental Officers (Make: H-GURU / ISI MAKE / EQUIVALENT).	5.00	**Nos**
60	Pressure Switch of reputed make line Indfoss or Donfoss including necessary valves, couplings etc. connected with electrical main control panel and setup at proper differential so as to auto start and auto stop the electrical motor, jockey motor including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: DONFOSS / INDFOSS / ISI MAKE / EQUIVALENT).	4.00	**Nos**
61	Fire Fighting Electrical Control Panel of cubical construction, floor mounted type fabricated using CRCA sheet, compartmentalised with hinged lockable door dust and vermin proof, cable alley, inter connection having switch gears and accessories mounting and internal wiring, earth terminals, numberings, necessary metering protections and indications complete in all respect suitable for operation on 415volt, 3 phase, 50 Hz AC supply with enclosure protection class IP 54 and mounted with the following. A) Common Panel in Fire Pump House (i) Incomer - a) 1 No. 600A TP & N SDFU with HRC fuses, b). 1 set of 600A, 4 bar aluminium bus bar, 415 V, 50 HZ AC supply, c) 1 No. (0- 500A) digital ammeter with selector switch & CTs, d) 1 No. (0-500V) digital voltmeter with selector switch and control fuses, e) 3 Nos. phase indication lamp LED type with toggle switches with control fuses. (ii) Outgoing - a) Main Fire Pump 400 A TPN SDFU with HRC fuses with sutable HP fully automatic starter / delta starter with over load protection, digital ammeter with built-in selector switch and suitable CTs, current sensing type single phasing preventer complete with all accessories and internal wiring required for automatic	1.00	**No**

Agt No	Description of work	Qty	Unit
62	c) Diesel Engine Control comprising of c-1) Auto / manual selector switch and 3 attempt starting device, timers and relays as required, push buttons, start / stop in manual mode. c-2) Indication lamp for high / low lubricant oil pressure, high water temperature and engine ON indication. c-3) Battery charger suitable for 12V /24V DC with boost and tickle selector switch, 0-15V / 0- 30V DC volt meter, 0-20A DC ammeter. c-4) All standard relays and accessories for automatic operation of diesel engine. c-5) The above combined panel mounted over MS channel fabricated frame with cement concrete platform. All other connection works carried out as per standard methods and including conveying, fixing and incidental charges etc. complete as per standard specification and as directed by the Departmental Officers.		
63	Fire Fighting 4 Way Fire Brigade Inlet with necessary gun metal 63mm dia non return spring shutter arrangements, so that to control one way flow at the time of emergency water supply by fire and rescue service fire engine entry including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: KIARTAR / OMEX / EQUIVALENT).	1.00	**No**
64	Air Release Valve of 20mm dia, so as to release airlock in 100mm dia MS pipe at top most wet riser, including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: KARTAR / EQUIVALENT).	16.00	**Nos**
65	Providing, fixing pipe supports from columns / wall or suspenders from roof slab to suit various dia of pipes made out of GI / MS adjustable rods threaded for a sufficient length to adjust the height of support along with clamping arrangement for holding pipes of anchor fastening, arrangement design of hanger and should confirm with specification.		
66	100mm dia	250.00	**Rm**
67	80mm dia	300.00	**Rm**
68	40mm dia	400.00	**Rm**
69	20mm dia	600.00	**Rm**
70	stored pressure ABC (Mono Ammonium Phospate) Powder Type Fire Extinguisher of 6 kg. capacity as per IS:15683 with pressure gauge,discharge hose & control nozzle, wall mounting bracket, safety clip etc. including conveyance, all incidental	25.00	**Nos**

Agt No	Description of work	Qty	Unit
	charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc, complete as per standard specification and as directed by the Departmental Officers (Make: EXCELLENT / SAFETY FIRST / EQUIVALENT).		
71	Carbon-di-Oxide Gas Type 2 kg. capacity Fire Extinguisher as per New IS15683, complete with control valve, discharge hose with horn, wall mounting bracket, safety clip etc. including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: EXCELLENT / SAFETY FIRST / EQUIVALENT)	8.00	**Nos**
72	Fire Bucket - 3 Nos. Hooked to MS stand	20.00	**Nos**
73	5A SOCKETS - Supply and fixing of 5A 3 pin and 2 pin combined flush type wall socket with 5A flush type switch concealed in suitable MS box in flush with wall	804.00	**Nos**
74	15A SOCKETS - Supply and fixing of 5A / 15A 3 pin combined flush type wall socket with 15A flush type switch concealed in suitable MS box flush with wall with painting	227.00	**Nos**
75	DISTRIBUTION BOARDS - Supplying and Fixing of 3 Phase DB 7 Segments (3 Tier) 3 Phase distribution board with MCB 4 way / 6 way / 8 way / 12 way TPMCB sheet steel distribution boards flush type / surface type fitted with bus bars and neutral links with single / three phase MCB outgoings and separate 4 way provision for accommodating one No. 4 pole incoming MCB / Isolator and another separate 4 way provision for accommodating one no. 4 pole ELCB / RCD (totally 8 ways in one segment) (3 x 4 ways in each segment) and separate provisions for MCB / Isolator (totally 12 Nos.) for sub incomers in 3 segments with label holder and provisions for taking up cable for size not less than 35 sq.mm. Incomer-32A 4P MCB, Sub-Incomer-3Nos 32A DP ELCB, O/G- 18Nos 6-32A SP MCB.	21.00	**Nos**

Agt No	Description of work	Qty	Unit
76	12 way single pole and neutral MCB sheet steel enclosure distribution board of double door type with metal door with IP43 protection with 1 No. 32A DP MCB as incoming and 8 Nos. 6A to 32A SPMCB outgoing in flush with wall and making good of the concealed portion with earth connection only. The MCB DB and MCB's should be with ISI mark (like standard make)	11.00	**Nos**
77	4 way single pole and neutral MCB sheet steel enclosure distribution board of double door type with metal door with IP43 protection with 1 No. 6-32A DP MCBin flush with wall and making good of the concealed portion with earth connection only. The MCB DB and MCB's should be with ISI mark (like standard make)	90.00	**Nos**
78	18W 4 feet LED light	565.00	**Nos**
79	11W LED light	56.00	**Nos**
80	30W 4 feet LED light	20.00	**Nos**
81	80W LED Focus light	64.00	**Nos**
82	100W LED Flood light	200.00	**Nos**
83	200W LED Flood light	6.00	**Nos**
84	500W LED Flood light	144.00	**Nos**
85	1200mm (48") sweep AC ceiling fan complete with stepped electronic 300W regulator with 1 metre down rod with fan clamp with side plates and cross arm of size 450mm (18") including cost of all materials , labour, lead lift etc., complete. Note: The retail shops & let out area it will not be provided	225.00	**Nos**
86	Supplying and fixing 12" (30cm dia) light duty Exhaust fan including cost of all materials,labour, lead, lift, etc complete	78.00	**Nos**
87	10 kVA On line 3Phase input 1Ph output UPS with Battery for minimum Two Hour Backup	3.00	**Nos**
88	TYPE - 1: Carriageway Streetlights Supply and Installation of 150W LED street light with High efficacy street lights	253.00	**Nos**

Agt No	Description of work	Qty	Unit
89	**ARCHITECTURAL SINGLE ARM POLE:**9M height Single arm Conical Pole made of mild steel with top 75mm dia. and bottom 159mm dia. & 2M Height Altair Design bracket made in combination of MS pipe section of dia.76mm(vertical),Gradullay bent 60mm dia. (horizontal) & MS Sheet to get pleasing aesthetics & arm length of 600mm. The pole to be provided with a suitable size steel base plate. This mounting steel base plate along with foundation bolts of suitable size to be used for ensuring firm grouting into the specially designed RCC foundation. Entire pole & bracket shall be made to provide pleasing aesthetics as approved by Concerned Engineer in-charge. After Fabrication, Entire Pole is hot dip galvanized(60 microns Minimum) for the effective corrosion resistance . The hot dip Galvanised pole should be provided with an inbuilt junction box to fix 32A connectors and 6A MCB, at the bottom - the inbuilt box should have a flush door of suitable size. wind pressure calculation as per IS 875(part-3) & structural calculation report as per EN40 should be submitted to verify the pole strength. Pole & it's parts are painted in 3 layer coating(coating thickness-100 microns minimum) in which 1st layer with etch primer, 2nd layer with epoxy	117.00	**Nos**
90	**ARCHITECTURAL TWIN ARM POLE**:9M height Twin arm Conical Pole made of mild steel with top 75mm dia. and bottom 159mm dia. & 2M Height Design bracket made in combination of MS pipe section of dia.76mm(vertical),Gradullay bent 60mm dia. (horizontal) & MS Sheet to get pleasing aesthetics & arm length of 600mm. The pole to be provided with a suitable size steel base plate. This mounting steel base plate along with foundation bolts of suitable size to be used for ensuring firm grouting into the specially designed RCC foundation. Entire pole & bracket shall be made to provide pleasing aesthetics as approved by Concerned Engineer in-charge. After Fabrication, Entire Pole is hot dip galvanized(60 microns Minimum) for the effective corrosion resistance . The hot dip Galvanised pole should be provided with an inbuilt junction box to fix 32A connectors and 6A MCB, at the bottom - the inbuilt box should have a flush door of suitable size. wind pressure calculation as per IS 875(part-3) & structural calculation report as per EN40 should be submitted to verify the pole strength. Pole & it's partsare painted in 3 layer coating(coating thickness-100 microns minimum) in which 1st layer with etch primer, 2nd layer with epoxy	68.00	**Nos**

Agt No	Description of work	Qty	Unit
91	TYPE - 5: 25m High Mast Pole with lights	14.00	**Nos**
92	TYPE 4 - Bollards with LED Lights - BOLLARDS with LED lights of power 10W- 15W, Color temperature of 3000K-5700K; IP65 protection.	26.00	**Nos**
93	Smart Streetlight Feeder Pillar controller with RF based Gateway controller Device capability of scheduling the on/off timings of lighting control switchgears based on preset timings or based on the available annual sun-rise and annual sun-set timings with GPRS/GSM based remote streetlight monitoring system with capacity for self-protection from short-circuit, over voltage and anti-theft alert.floor mounted cubicle type CCMS feeder pillar suitable for 415V, 3phase, 50Hz, 4wire system complete with all accessories and miscellaneous equipment as per specification. The feeder pillar shall be fabricated out of CRCA Metal Sheet with 1.6mm Thickness, powder coated paint & provided with required gasket for dust/ vermin proof with degree of protection IP55 and locking arrangement and shall consist of following - Incomer MCCB, 4 pole, 32/63Amp 16kA, 1 setof 415V, 50 Hz TPN Busbar (Cu), 4 nos 32/63A TPN MCB for three Output and 1 Nos for Spate. Energy meter ISI marked, IS:13779 with RS-232 comm, Latching relay with rating of 80A/phase, Timer apart from all the smart control components like Gateway controller, Power Supply Unit for the Gateway unit with 440V withstand voltage.	10.00	**Nos**
94	NEMA type ILM device (For Carriageway Streetlights & High Mast lights): Supply and Fixing of RF Based Individual Lamp monitoring (ILM) devices with dimming type for LED lights with 5 PIN NEMA plug suitable to fix in LED fittings. a) ILM system provides live status of the critical parameters through RF data routing and helps extend the working life of the lamps. b)The ILM device should have the salient features. i Sense ON/DIM/FAULT sensing and send notifications for all such events ii Power supply of 100Vac to 400Vac iii RF Communication in 865 GHz RF Band iv Easy plug and play installation using standard 5-pin in ANSI C136.41 NEMA type interface v Over the Air firmware upgrade vi Design Life 10 Years vii Enclosure IP65 viii Operating Temperature : -30°C to +70°C ix Through SMART Streelight web-based software. x Live Data monitoring xi Reports for Lamp Faults and Lamp burning hours etc	332.00	**Nos**
95	Outdoor Light Management System with Cloud Server License for 5 years: Supply, installation, testing, commissioning &	1.00	**Nos**

Agt No	Description of work	Qty	Unit
	smooth functioning ofCentralized Control & Monitoring System for the management of street lighting on Real Time basis through web enabled software, generation of relevant reports, showing of necessary alerts at the time of faults/ abnormal conditions etc. as per tender specifications. The software should have necessary APIs to be connected to the overall Bus & Truck Terminal Management Software		
96	DG SET - 500 KVA capacity Diesel Generator set 3 ph, 50 Hz,415 V	4.00	**Nos**
97	11kV/433V Outdoor Oil cooled 500KVA Transformer with Off-circuit (as per IS 1180 Level-2) as per TNEB specifications	4.00	**Nos**
98	**Main LT Panel**	4.00	**Set**
99	Utility panel	3.00	**Set**
100	APFC Panel	4.00	**Set**
101	Syncronization panel	2.00	**Set**
102	Auto Mains failure panel	4.00	**Set**
103	LT Kiosk panel	4.00	**Set**
104	HVAC - ODU Panel	4.00	**Set**
105	Pump Panel	1.00	**Set**
106	HT - VCB 1-4	1.00	**Set**
107	HT - VCB 1-1	1.00	**Set**
108	4 MP Fixed Bullet Network IP Camera With Following Specifications. IR Range: 30 Mtr's Image Sensor:1/2.8" , progressive scan, 2 megapixel, CMOS Resolution:2mp (1920×1080) Lens:3.6 mm fixed lens Electronic Shuter Speed:Auto/ Manual, 1/5- 1/20000 s H.265, H.264+ IP66 Excluding GST ., Etc Complete as Per Departmental Officers.	75.00	**Nos**
109	64 CH NVR with 2 SATA With Following Specification • Band Width 200 Mbps • HDMI Video output at up to 4K(3840 ×2160)resolution, • VGA:1920x1080p • Recording at up to 8 MP resolution • self-adaptive 10M/100M/1000M network interfaces • Network Protocols:P2P, UPnP, NTP, DHCP,	3.00	**Nos**

Agt No	Description of work	Qty	Unit
	PPPoE,SSL,TLS,HTTPS Excluding GST ., Etc Complete as Per standard specification directed by Departmental Officers.		
110	8.0 TB Hard Disc Drive(Surveillance) as per standard specification Excluding GST., etc complete	12.00	**Nos**
111	55" LED Smart TV with 10 metre HDMI cable including suitable adjustable stand & wireless Mouse as per standard specification Excluding GST., etc complete	10.00	**Nos**
112	Early Streamer Emission Air Terminal (ESEAT). Model: L The ESEAT has corrosion resistant stainless chrome body made up of AISI 316 grade of height 0.50 metres capable of working in hazardous atmosphere. The Air terminal is non- radio active and requires no special licensing. The unit is fully autonomous (no battery, no external power supply is required), collects energy from the ambient electric field. The ESEAT model has been tested in a high voltage laboratory in accordance with NFC 17 102 in order to measure the average gain in triggering. The average gain in triggering time (ΔTs) obtained during the lab test for the offered model is 60 µs. The ESEAT works on negative as well as positively polarized discharges. ESEAT has been tested for such discharges in Central Power Research Institute (CPRI). A dedicated tester is available to test the healthiness of the ESEAT on request (Page No. 37, Point No. 3 of Clause 8.6 of the Revised NFC 17-102 version 2011). ESEAT Model : L - Radius of protection : 86 Metres Level of protection considered for the Project-II level	4.00	**Nos**
113	MOUNTING STRUCTURE - Supply of Standard / Special Mounting Structure of height 4.5 mts. pipe, and 300 x 300 x 8mm MS plate, 3 mts. 48mm OD class C GI outer pipe, 1.8 mtr, 38mm OD inner pipe, for roof mounting on concrete base and with FRP adapter	1.00	**Nos**
114	DOWN CONDUCTOR - Supply and run of 25mm x 6mm GI Flat Down Condutor with necessary clamps/ supports on wall/ floor/ ground for earth connection	280.00	**Nos**
115	TEST LINK - Supply of Test Link Box for each Down conductor in order to disconnect the earth termination system to enable measurement of resistance	5.00	**Nos**

Agt No	Description of work	Qty	Unit
116	EARTH ELECTRODE - Supply and insallation maintenance free GI Earthing System comprising of 50mm dia. and 2 mtr. long earth electrode of low carbon steel rod with 100 micron bonding and 25 kgs. of carbon based environment friendly backfill compound and suitable clamp	4.00	**Nos**
117	AC Chargeable Emergency Lamp 2 x 11W PL Lamp with all connected accessories	2.00	**Nos**
118	2m x 1m Rubbermat suitable for 11kv installation confirming to IS	5.00	**Nos**
119	First Aid Box complete with all First Aid Medicines	4.00	**Nos**
120	Shock Treatment Chart fixed in glass frame	4.00	**Nos**
121	4Nos. Fire Buckets made out of 40 X 40 X 6mm MS angle	2.00	**Nos**
122	Hand Gloves 11KV Grade	4.00	**Nos**
123	Danger Board as required by the Electrical Authorities	4.00	**Nos**
124	Fire Extinguisher Co2, 4.5 kg. confirming to TAC Norms	4.00	**Nos**
125	escalator step width 1m and vertical rise 4.5m height with all necessary fitting as per specification	2.00	**Nos**
126	escalator step width 1m and vertical rise 6.3m height with all necessary fitting as per sepcification	4.00	**Nos**
127	ELEVATORS - Design, supplying, errecting, testing and commissioning of - passenger/ hospital lift with speed of 1.0 mtr per second, variable voltage, variable frequency drive, with or without machine room for the avaiable well size, operating at 415 volts three phase 50 cycles AC supply, powder coated or stainless steel car entrance door enclosures with flooring, car iilumination, emergency light, intercom and fan as desired by the user, central opening/side opening door with or without attendant operation, 7 segment display, kids buttons, call register indicator, fireman drive, SS handrails inside car, full length infra-red curtain in car door, automatic rescue device, voice anounciation in regional languages, Braile buttons with one year warranty and maintenance. The work includes providing shaft scaffolding, attending minor builder works such as making nitches for fixing of brackets, guide rails, counter weights etc., including obtaining lift running liecence from compentent authourity (Pasenger Lift with SS 304 grade, 1m/ sec. with	6.00	**Nos**

Agt No	Description of work	Qty	Unit
	ARD. Gearless lift without machine room, 13 Passengers, two stops, two openings)		
128	LED Panel display screen	49.00	**Nos**
129	CCTV Camera for Surveillance of Entire BusTerminal Premises Image sensor1/2.8 "Progressive, Back- Illuminated CMOS Sensor Active Pixels3MP or Higher Lens*3.6-12mm Varifocal Zoom Lens Higher or Dual Lens Video Processor4-core Arm Cortex up to 72 custom cores IR Illuminator IR range: 90Meters IR, Color/B&W (IR CUT) IR Nano LED Minimum illuminationCDS Auto Control Shutter timeAuto: PAL 1/25-1/10000Sec; NTSC 1/25-1/10000SECVideo compressionH.264/H.265/JPEG/AVI/MJPEG Resolutions*UP to 2065(H)x1553(V) , @ 30 fps, Should support PAL standard Frame rate #H.264 : Up to 25fpsselectable Focus #Automatic Horizontal Angle *140 degree Video streaming*Multi-stream with variable/ configurable frame rate &bit rate for preview and recording H.264 /MJPEG Video Image settings * Wide dynamic range (WDR), electronic image stabilization (EIS), Manual shutter time, compression, color, Saturation, brightness, sharpness, white Balance, exposure control, exposure zones, backlight compensation ,Text	156.00	**Nos**
130	ANPR Camera	8.00	**Nos**
131	2 KVA UPS with battery minimum backup 2 hours	1.00	**Nos**
132	1 KVA UPS with battery minimum backup 2 hours	6.00	**Nos**
133	Fastag based Entry/ Exit Management System using Boom barrier	6.00	**Nos**
134	PA System - Amplifier	10.00	
135	PA System - Horn Speaker	94.00	
136	PA System - Wall Speaker	35.00	
137	PA System - Zone controller	2.00	**Nos**

Agt No	Description of work	Qty	Unit
138	Smart pole with following Smart Component Specifications > SS/GI Aestically designed for 6-7 Mtr height with 3mm thickness smart pole with base plate (LxBxH: 60x60x2 cm thick) designed to be compliant with IP 65 till atleast 1mtr from Ground Level, 4 nosx 4 MP Box Camera, External card Storage with min. 128 GB capacity, Video Management Software for reading each camera, 1no. x NVR with 4TB HDD capacity to store atleast 1 month video footage, 1 no. x SOS Panic Button (IP66 and IK 10 rated), 1 no. x Hooter, 1 no. x Pole Illumination with 4x90W with NEMA based light controller (IP65 rated), 1 no. x 4G/5G SIM Console, 1 no. x POE switch with min. 8 ethernet ports & 1 no. x SF uplink port, 1 no. x 4G/5G Router, 1 no. x UPS of 1KVA capacity with 4 hours Battery backup, Lighting controller Gateway, Corrosion resistant aluminium alloy Display Board (60 cm x 30 cmx min.1.5mm thickness), Cement Concrete Foundation of 1:1.5:3 mix (LxBxD : 75x75x125 cms) with concrete footing of mix 1:3:6 (LXBXD: 90 x90 x 20 cms) and sand filling (LXBXD: 90x90x15 cms) anchored by 4 nos. x GI coated anchor bolts of 2.4 cm dia of 65 cm length with 8 nos. x nuts and washers, 8 no.s x MS flat of size 45	6.00	**Nos**
139	WiFi Infrastructure System •Wi-Fi Services are provided using state of the art Access Points •Durable, weatherproof enclosure for outdoor Wi-Fi applications •Up to 1200Mbps with 2×2 MIMO technology •Omada Mesh Technology •High transmission power and high gain antennas provide long-range coverage area •Free cloud centralized management and Omada app for ultra-convenience and easy management •Captive portal provides a convenient method for guest authentication •Facebook Wi-Fi and SMS authentication •802.3af/Passive PoE (PoE Adapter Included) compatible and simple mounting design allow for flexible deployment and convenient installation	1.00	**No**
140	Ceiling Suspended AIR HANDLING UNITS: Installation, testing and commissioning of 22.0 TR capacity 8800 CFM 40 mm Static pressure Factory assembled Double Skin AHU With 45 mm-45kg/cum PUF Insulated detachable panels, extruded thermal break aluminium profiles filled with PUF,panel external skin with 0.6 mm pre-plasticized sheet, panel internal skin with 0.6 mm galvanized sheet,AMCA tested DIDW backward curved centrifugal fan with EFF1	32.00	Nos

Agt No	Description of work	Qty	Unit
	rating motor, drive arrangement with taper lock pulleys for fan and motor, vibration isolators out of heavy duty rubberized mounts,prefilters with 3ply HDPE 50 mm thick filters having an efficiency of 90% 10 Mic,6 row/12FPI deep DX copper cooling coil with copper header and Aluminium fins,GI mist arrestor, condensate coil trough with SS 304-20G insulated with 9 mm closed cell elastomeric foam, Limit Switch tempreature controller. Inspection sight glass, Emergency Light, Guard for Inspection Door, out let damper of aerofoil blades & PVC gears, and flexible fire retardant canvass complete with galvanized hardware. Each of the cooling coils will have independent distributers, electronic expansion valve kit; catch all drier, independent DX coil circuit to connectivity to each ODU circuit with temperature controller.		
141	Modular type Variable Refrigerant Flow/Variable Refrigerant Volume air cooled Outdoor units suitable for cooling and heating, having all hermetically sealed inverter type Scroll Compressor(s), minimum two compressors for above 14 HP modules,microprocessor based controller, topdischarge type condensing unit(s), with R410 A Refrigerant, vibration isolators, with suitable foundation etc. complete as required.The unit shall deliver the rated capacity at 43Degree C ambient and work even at 50 Degree C ambient temperature without tripping. The unit shall be suitable to work on 400V +/- 10%, 3 Phase, 50Hz AC power supply. The unit shall be filled with first charge of the refrigerant and ready for use as required. The COP at AHRI conditions (43 deg C) at 50% load shall not be less than 7 and IEER not less than 6.5 - 28 HP	64.00	Nos

Annexure 3 – Key Performance Indicators under Service Level Agreement

Service Level Agreement (Operations)

1) Daily services:

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
1.	Routine housekeeping (inc. cleaning services as per the	3 Times/Day *	8 Hours	5,000/ 8 Hours

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
	scope of services) of all the premises in the project facility (excluding licensed spaces).			
2.	Cleaning of circulation area, platforms, roads etc.,	Once / Day*	8 hours	10,000/ Day
3.	Cleaning of lifts and Escalators	3 Times/Day *	8 Hours	5,000/ 8 Hours
4.	Cleaning of Toilets as per defined scope of services	On Continuous basis	1 Hour	5,000/ Hours
5.	Cleaning of roof area or wall and glass facades area above 6 ft. etc., including disinfecting and to ensure all surfaces are free from cob-webs, greases, dirt or dust etc.,	Once a week*	1 day	5,000/ day
6.	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	Every 3 Hours *	3 Hours	2,000/ 3 Hours
7.	Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposal.	3 Times / Day *	8 Hours	2,000/ 3 Hours

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
8.	Dusting / cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc., telephone instrument etc.	2 Times/Day	1 Day	5,000/ Day
9.	Cleaning of windows from inside & outside in office, passages and corridors and all glass facade outside all around the building on ground floor.	Once / Day	1 Day	5,000/ Day
10.	Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway and compound area.	3 Times/Day *	1 Day	5,000/ Day

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
11.	Cleaning and upkeep of all parking , service, basement and maintenance area.	Once / Day *	1 day	5,000/ Day

*The frequency shall be as mentioned in the Annexure above or as and when required.

2) Regular Maintenance Services

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights.	Fortnightly	3 Days	10,000/ 3 Days
2	Cleaning of all carpets, sofas, chairs.	As per Manufacturer recommended methods and intervals	1 Day	5,000/ Day
3	Cleaning and disinfection of all water tanks.	Once a month	3 Days	2,000/Day
UG TANKS & WATER SUPPLY (As per scope of services)				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			
SW DRAIN AND SEWAGE SYSTEM				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
AIR CONDITIONING SYSTEM				
1	The air conditioning system shall be assessed in its existing ("as-is where is") condition, with findings duly reported and the system maintained to the satisfaction of the Authority.			
PEST CONTROL				
1	Disinfestations treatment	1 Time / Fortnightly*	+1 Day	5,000/ Day
2	Rodent Control	1 Time / Monthly*	+1 Day	5,000/ Day
3	Fly Control	1 Time / Monthly*	+1 Day	5,000/ Day
4	Mosquito	1 Time / Fortnightly*	+1 Day	5,000/ Day
5	Snake	1 Time / Fortnightly*	+1 Day	5,000/ Day
6	Others as required at site	As required*	+1 Day	5,000/ Day
Note: The site shall remain pest free and safe environment shall be assured by Selected Bidder. The afore-mentioned requirements are indicative in nature, any further changes in service level requirement for ensuring the same shall be at the cost of the Selected Bidder without any financial implication or claim on the Authority. * The frequency shall be as per mentioned schedule or as and when required				
D- OTHERS (SANITARY & PLUMBING FIXTURES)				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority. **Repeated incidents on lack of maintenance may lead to strict action as decided by the Authority.**			
PUMP ROOM				
1	Regular maintenance of VFD pump for irrigation with all	On alternate days	1 Day	As per twice the market rate

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
	connections and attachments, damaged part should be repaired or replace at that time immediately.			of damaged / theft fixture or 5000/Day whichever is higher.
DRINKING WATER FOUNTAIN				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			
HORTICULTURE WORK				
1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	2000 / Day
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required.	Daily or Twice Daily	Compulsory	2000 / Day
3	Manual watering	Whenever Required	Compulsory	2000 / Day
5	Anti-termite treatment for damages leaves and branches.	Whenever Required (to be done immediately)	Compulsory	2000 / Day
PUMBING / AUTOMATION UNIT				
1	Regular maintenance and cleaning of all valves.	1 Time / week	1 Day	5000/Day

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
2	regular maintenance for all main line, sub lines water supplies.	1 Time / week	1 Day	2000/Day
3	Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves.	On alternate Days	1 Day	5000/Day
4	Replacement of damaged pipes, valves, cables, decoders if found damaged or theft.	immediate	Compulsory	2000/Day
5	Regular maintenance for VFD pumps and electrical supplies.	1 Time / week	1 Day	2000/Day
PATHWAY				
1	De-weeding work for pathways including all anti treatment, cutting, removing and gap filling with sand if required.	2 Times/Month	15 Days	2000/Day
2	Removal of water by manually stacked rain water.	Every day *	1 Day	1000/Day
3	Uplifting levels of interlocking paver blocks by providing sand below interlocking paver block including all removing blocks filling of sand and re-	1 Times / 6 Months	15 Days	3000/Week

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
	fixing in proper pattern and sand filling for joints also.			
4	Cleaning of pathway areas-removing of all wastage, polythene, garbage, weeds, dust, debris, leaf, polythene, porch etc. collection removal & transportation up to desired point.	On Alternate Days	2 Days	5,000/ 8 Hours
5	Removal and making of damaged kerb stone including plaster to provide wheep holes for water drainage to lawn areas.	On Alternate Days	2 Days	4000/Week
6	Painting work of kerb stone of approved shades.	1 Times/6 Months	1 Month	1000/Week
BOUNDARY WALL				
1	Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns.	1 Time / 6 Month	1 Month	10,000/15 Days
2	**ELECTRIC FIXTURES** maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher.

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
3	Cleaning of all lamps, street, light poles, railing lamps, foot lights.	On Alternate Days	4 Days	300/Day
Note: The penalty amount determined by the Authority shall be final, and the Authority's decision regarding any damage or penalty imposed shall be conclusive. The frequency shall be as specified in the aforementioned annexure or as required. The Authority reserves the right to modify the frequency at any time, without any cost implications, to enhance the O&M standards at the Site.				

3) Medical Facility

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
Medical Facility				
1	Availability of Doctors/ Primary Medicines/ Availability of ambulance at disposal always	Immediate	Compulsory	1,00,000/ Day
Note: The penalty amount determined by the Authority shall be final, and the Authority's decision regarding any damages and penalties imposed shall be conclusive and binding.				

Note:

In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in this Annexure 3 – Key Performance Indicators under Service Level Agreement within the standard repair period specified therein (hereinafter referred to as "**Minimum Requirement Period**"), notice shall be given by the Authority at the expiry of the Minimum Requirement

Period as per the Annexure 3 (Appendix I) granting an additional repair period along with imposition of appropriate penalty mentioned in Appendix I-Annexure 3 of this Agreement for the rectification of the defect (hereinafter referred to as "**Additional-Compliance Period**"). If the defect is not fixed within the specified Additional-Compliance Period, the Authority will send a second notice to the Concessionaire at the expiration of the Additional-Compliance Period, providing a one-time Cure Period to rectify the defect. The duration of the Cure Period shall be as per Minimum Requirement Period, or any further extension as determined by the Authority. If the defect is not remedied by the end of the aforementioned Cure Period, the same shall be considered as an event of default and the Authority may at its discretion rectify the defect at the cost of the Concessionaire. If the Concessionaire fails to rectify the defect three times in a continuous period of 365 (Three hundred and Sixty-Five) days, it shall result in the termination of the Concession Agreement. Written permission from the Authority shall be required in the event of any extraordinary circumstances. If the Concessionaire fails to comply with the service level agreement and this results in any financial loss to the Authority, Concessionaire shall be responsible for rectifying the damages at actual costs. The decision of the Authority shall be final and binding on the Concessionaire. The Damages set forth in this clause may be assessed and specified forthwith by the Authority either by itself or through its designated representative; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly, and the Concessionaire is otherwise in compliance with its obligations hereunder. The decision of the authority shall be final and binding.

Annexure 4 – Minimum Manpower Requirement and Minimal list of Machineries

The list of manpower for various categories is provided below. Bidders are advised to assess the actual requirement based on Site conditions before submitting their Bid.

SI No	Particulars	Manhours/Month
1	Property Management Team	1,664
2	Technical Team	4,992
3	Housekeeping Team	47,424
4	Horticulture Team	832
5	Security Team	15,288
	Grand Total	**70,200**

Note:

i. **HS - Highly Skilled; S - Skilled; SS - Semi-Skilled; US - Un-Skilled.** Kindly refer to the relevant notification of GoTN/GoI for minimum wage requirements. (Mgr - Managerial level)

ii. The list of manpower provided above, including the various subcategories, is indicative and not exhaustive. The actual manpower assessment at the Site shall be conducted and deployed with prior approval from the Authority. The Concessionaire may deploy additional personnel as per actual Site conditions, exceeding the minimum requirement as mentioned above, if necessary.

iii. The Bidder shall consider the impact of additional manpower requirements for relievers, night shifts, leaves, and off days in their Financial Proposals.

iv. The minimum manpower requirements as specified above shall be strictly adhered to.

v. Any additional manpower required to maintain the service level agreement shall be deployed without any financial implication on the Authority.

vi. The different types of manpower required for the Project shall be classified into the following categories for the purpose of computing of minimum deployment of man-hours per month:

- **Property Management Team** – Estate Head, Technical Manager, Technical Executive, Security Manager, EHS Executive, Documentation Executive, Admin/ HR Executive.

- **Technical Team** – Supervisor, Electrician, Substation HT operators, AC Technician, Plumber, Multi Skill Technician, Fire Technician, Mason, Helpers, Painters, Carpenters.

- **Housekeeping Team** – Housekeeping Supervisors, Housekeeping Staff/ Janitors, Office boy.

- **Horticulture Team** – Supervisors, Gardeners, chemicals, tools and tackles.

- **Security Team** – Security Guards, Security Supervisors, BMS, Fire guards.

vii. Minimum Manpower Deployment Requirements:

The Concessionaire shall ensure the deployment of manpower in accordance with the following schedule:

a) During the first month from the commencement of the O&M of the Project, the Concessionaire shall deploy at least fifty percent (50%) of the required manpower (in terms of man-hours).
b) During the second month from the commencement of the O&M of the Project, the Concessionaire shall deploy at least seventy-five percent (75%) of the required manpower (in terms of man-hours).
c) During the third month from the commencement of the O&M of the Project, the Concessionaire shall continue to deploy at least seventy-five percent (75%) of the required manpower (in terms of man-hours).
d) From the fourth month onwards, the Concessionaire shall deploy at least ninety-five percent (95%) of the required manpower (in terms of man-hours).

viii. Any manpower required beyond the above required manpower (in terms of man-hours) shall be deployed by the Concessionaire as necessary to meet the key performance indicators, without any financial liability on the Authority.

ix. If the Concessionaire fails to deploy the above required manpower (in terms of man-hours) as stipulated above, the Concessionaire shall be subject to penalties as specified in Appendix I – Annexure 5 of this Agreement dealing with Deductions for Non-performance.

x. Nodal Officers and Key Managers, including but not limited to the Estate Officer, Technical Manager, Security Manager, EHS Manager, Fire Officer, and BMS Manager, along with any other officers as required by Authority, shall be deployed on Site without any vacancies or absenteeism. In instances where an absence is unavoidable, the Concessionaire must obtain prior approval from the Authority.

xi. The Concessionaire is required to comply with all Applicable Laws including Labour laws, safety laws and Child Labor (Prohibition and Regulation) Act, 1986 as amended from time to time.

Minimal List of Machineries

S.No	Name	Quantity (nos)
Floor Cleaning Machineries		
1	**Wet and Dry Vacuum Cleaner 30 Litres** The machine is required for all-purpose picking up coarse, fine, dry and damp dirt as well as water and other fluids from the surface. The machine will be required to perform wet and dry vacuum functioning at all the areas.	5
2	**Single Disc Scrubber** The machine is required for deep cleaning, maintaining and buffing/polishing and the flooring which have a smooth surface. The machine will be required to perform wet scrubbing of floors and small smooth areas.	2
3	**Auto Scrubber Dryer** The machine is required to clean the floor by scrubbing with brush and chemical and then sucks the dirty water by vacuuming, leaving the floor totally clean and dry.	2

S.No	Name	Quantity (nos)
4	**Staircase Scrubber – Hand Held** The machine is compact, mains-operated scrubber with disc ***engineering for scrubbing, shampooing, polishing and crystallising various small areas such as steps or windowsills***.	3
5	**Road Sweeper – Flipper (Auto) Petrol** The road sweeper machine is automatic and petrol operated used for sweeping of exterior pavements, platforms, parking.	6
6	**Road Sweeper – Flipper (Battery)** The road sweeper machine is automatic and battery operated used for sweeping of building flooring.	3
7	**Road Sweeper – Flipper (Manual)** The machine is used for cleaning both fine dust and larger dirt particles. This ***sweeping*** machine picks up dust automatically and leaves even corners spotlessly clean. It is walk behind machine operated manually.	3
8	**Back Pack Vacuum** The machine is required to clean cluttered areas, stairs, aisles, seats, shelving, and other places where upright or canister vacuum cleaners are impractical.	2
9	**Road Sweeper – Ride On (Battery)** Ride on road sweeper is used to sweep larger surfaces like public lobby, corridors and waiting areas.	5
10	**High Pressure Washer** The machine is equipped for cleaning hard floor surfaces and walls with pressurized water and rotating jets without splashes, cleaning the chocked drains, pressure washing driveways. Stainless steel housing with bristle skirting and rotary nozzles attached to it are provided with the machine for cleaning surfaces.	2
11	**High Pressure Jet – 100-120 bar**	2

S.No	Name	Quantity (nos)
12	**Signage** Signage boards are required to display the caution to the passengers about the cleaning process.	35
Outdoor & Landscape Machineries		
13	Dual Mast / Scissor Lift - 12 Mtrs	1
14	Crawler / Z Boom - 25 Mtrs	1
15	Diesel Engine Operated Dewatering Pump - 15 HP	2
16	Tractor with Trailor	1
17	Tata Yodha or Equivalent	1
18	Lawn mower Machine	1
19	Grass cutting Machine	2
20	Chain saw Machine	2
21	Fogging Machine	2
22	Pesticides Spray Pump	3
23	30 ft Height adjustable towable ladder	2
Garbage Bins & Trash		
24	**240 Lit Dust Bin** Large and wheeled dust bins are placed at strategic location for collection of waste and the cover support provided supports for maintaining the hygiene level in the surroundings.	15
25	Garbage Bins - 1000 Lts Minimum Capacity	20
26	Stainless Steel Garbage Bins - 60 Ltrs Minimum Capacity	105
Tool Kits		
27	**Glass Cleaning Kit** Glass cleaning kit are required to clean exterior / elevated glasses.	3
28	**Caddy Basket**	35

S.No	Name	Quantity (nos)
	Caddy basket are required to carry cleaning tools and supplies in an organized manner	
29	**Wringer Trolley (Double bucket)** Wringer trolley is a wheeled bucket used wring out a wet mop without getting the hands dirty. The double bucket provides clean and dirty water separation and aids frequent water changes as necessary.	35
30	**Jobby Kit** Jobby kits are required to pick up waste or dirt manually and frequently	15
31	Tools for Electrical Maintenance Work	3
32	Tools for Plumbing Maintenance Work	3
33	Tools for Carpentry Maintenance Work	1
34	**Telescopic Rod (9 metres)** Telescopic rod is required to clean windows, roofs, wall without the help of ladder.	2
35	**Ladder 6ft & 12ft** Ladders are required to aid in dusting and cleaning of walls and other elevated structures.	5
Others		
36	Computer (Desktop / Laptop) & Printers	5
37	Parking Billing Machine	10
38	Walkie talkie	40

Note:

1. The list of machinery mentioned above is indicative and not exhaustive.

2. Any additional machinery required beyond the listed items to meet the O&M requirements or fulfill the service level agreement shall be provided by the Concessionaire without any financial implication on the Authority.
3. All machinery shall remain functional and in good working condition, with a breakdown period not exceeding 5%, assessed on a monthly basis.
4. An adequate quantity of spares and consumables shall be maintained at the Site in accordance with this RFP/Concession Agreement, as applicable.
5. The Concessionaire shall provide necessary training on operations, safety aspects, and related matters to ensure the proper O&M of machinery, preventing damage to property, accidents, or inconvenience to users.
6. Adequate warning signboards and safety signage, including cones with chains and hooks, shall be installed at the Integrated Bus Terminal and other areas of the Site to ensure the complete safety of all Users.

Annexure 5 – Deduction for Non-performance

Sl. No	Service Level Requirement	Cure Period	Penalty Rate (INR)
1.	For all activities mentioned in Annexure - 3	The Minimum Requirement Period shall be as specified in Annexure-3 or as determined by the Authority on a special-case basis following the Additional Compliance Period.	2 * Penalty rate as specified in the Annexure - 3

S. No	Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected beyond minimum obligation	Performance Evaluation Timeline
1	Power – Substation / DG set	100 % (Ability to be online in case of power failure to be not less than 20 second.)	98%	INR 10,000 per day	Monthly
2	UPS	100%	99.95%	INR 10,000 per day	Monthly

3	HVAC systems for entire complex (Including Air Conditioning*)	100%	99.50%	INR 10,000 per day	Monthly
4	Elevators	100%	98%	INR 25,000 per day	Monthly
5	ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	INR 10,000 per day	Weekly
6	Fire Hydrant system & Sprinkler system	100%	100%	INR 50,000 per day	Daily
7	Control Room / BMS	100%	98%	INR 10,000 per day	Daily
8	CCTV & Public Information System	100%	98%	INR 10,000 per day	Daily
9	Shortfall in deployment of minimum machinery / tools described in the agreement or	100%	95%	1 % of Machinery cost per day*	Monthly

	as approved by client in writing				
10	All Electrical Installations, Electrical Equipments shall be functional	100%	98%	INR 2,000 / Fault / Day	Monthly
11	All Toilets, Urinals and Plumbing equipments / fittings / pipeline etc.	100%	98%	INR 2,000 / Fault / Day	Everyday
12	Availability Passenger facilities & amenities like Drinking Water, Public Wifi, Seating facility, buggies, Parking lots etc.	100%	99%	INR 2,000 / Fault / Day	Weekly
*Note: The ambient temperature within the air-conditioned areas of the Integrated Bus Terminal shall not exceed 25 degree Celsius during the operational hours of 08:00 hours to 22:00 hours (totalling 14 operational hours per day).					

Penalty for shortfall in deployment of Manpower

S. No	Manpower Category	Minimum Obligation	Penalty Rate beyond minimum obligation (INR/ Manhour)	Performance Evaluation Timeline
1	Property Management Team	• **50%** during the first month from the commencement of the O&M of the Project. • **75%** during the second and third months from the commencement of the O&M of the Project. • **95%** from the fourth month onwards from the commencement of the O&M of the Project. 75% from the month 2 & 3 of the	1,250	Monthly
2	Technical Team		625	
3	Housekeeping Team		225	
4	Horticulture Team		250	
5	Security Team		350	

Note:

1. Authority shall levy penalty based on the above-mentioned rates or as per actual loss suffered whichever is higher.
2. **Calculation of Manpower Deployment Percentage:**

The percentage of manpower deployment per month shall be calculated using the following formula:

$$\text{percentage of Manhours deployed} = \frac{\text{Total hours the total employees in a category present in a month}}{\text{Total minimum required manhours to be deployed in the category}} * 100$$

3. All the penalties mentioned shall be escalated by 15% once in every 3 years.

Annexure 6- List of Proposed Components on License

S. No	Shop No	Area (sft)
A	Ground Floor	
1	Shop 01	104.28
2	Shop 02	196.82
3	Shop 03	193.97
4	Shop 04	196.82
5	Shop 05	301.11
6	Shop 06	351.33
7	Shop 07	83.42
8	Shop 08	316.89
9	Shop 09	360.72
10	Shop 10	347.73
11	Shop 11	145.35
12	Shop 12	132.30
13	Shop 13	132.30
14	Shop 14	146.31
15	Shop 15	133.47
16	Shop 16	132.14
17	Shop 17	132.14
18	Shop 18	132.14
19	Shop 19	132.80
20	Shop 20	130.14
21	Shop 21	132.14
22	Shop 22	132.14
23	Shop 23	132.14
24	Shop 24	127.88
25	Shop 25	132.14
26	Shop 26	161.12
27	Shop 27	161.98
28	Shop 28	132.14
29	Shop 29	132.14
30	Shop 30	132.78
31	Shop 31	132.14
32	Shop 32	132.14
33	Shop 33	132.14
34	Shop 34	161.98
35	Shop 35	161.98

S. No	Shop No	Area (sft)
36	Shop 36	130.14
37	Shop 37	130.14
38	Shop 38	130.14
39	Shop 39	130.14
40	Shop 40	130.14
41	Shop 41	130.14
42	Shop 42	130.14
43	Shop 43	130.14
44	Shop 44	130.14
45	Shop 45	130.14
46	Shop 46	130.14
47	Shop 47	144.83
48	Shop 48	132.14
49	Shop 49	130.14
50	Shop 50	147.06
51	Shop 51	70.07
52	Shop 52	72.41
53	Shop 53	101.29
54	Shop 54	108.28
55	Shop 55	108.28
56	Shop 56	108.28
57	Shop 57	108.28
58	Shop 58	120.50
59	Shop 59	120.50
60	Shop 60	108.28
61	Shop 61	108.28
62	Shop 62	108.28
63	Shop 63	108.28
64	Shop 64	126.93
65	Shop 65	126.93
66	Shop 66	127.56
67	Shop 67	127.36
68	Shop 68	198.79
69	Shop 69	250.00
70	Shop 70	101.84
71	Shop 74	72.82
72	Shop 75	127.00
73	Canteen	2,659.47

S. No	Shop No	Area (sft)
74	Super Market / Book Store	930.54
75	Restaurant 1	1,022.06
76	Restaurant 2	1,329.34
77	Shop 71 (May be Omni)	466.00
78	Shop 72 (May be Omni)	507.00
79	Shop 73 (May be Omni)	508.00
80	OMNI Office Space 1	508.00
81	OMNI Office Space 2	507.00
82	OMNI Office Space 3	508.00
83	Commercial Space	328.45
	Total	**19,768**

Additional Retail Area

S. No	Particulars	Area (sft)
1	Additional Shop - Ground Floor Fingers	384
2	Additional Shop - First Floor Fingers	96
3	Additional Shop - OMNI Bus Platform	96
4	Additional Shops - OMNI Bus Office	0
5	Additional Shops - Kiosk - GF - New identification	529
6	ATM - Kiosks	5
7	Mini Stall - Kiosks	32
	Total	**1,141**

Parking facility in IBT, Panjappur, Trichy

S. No	Particulars	Parking Nos.
1	Two-wheeler	1,923
2	Four-wheeler	212
3	Auto	100

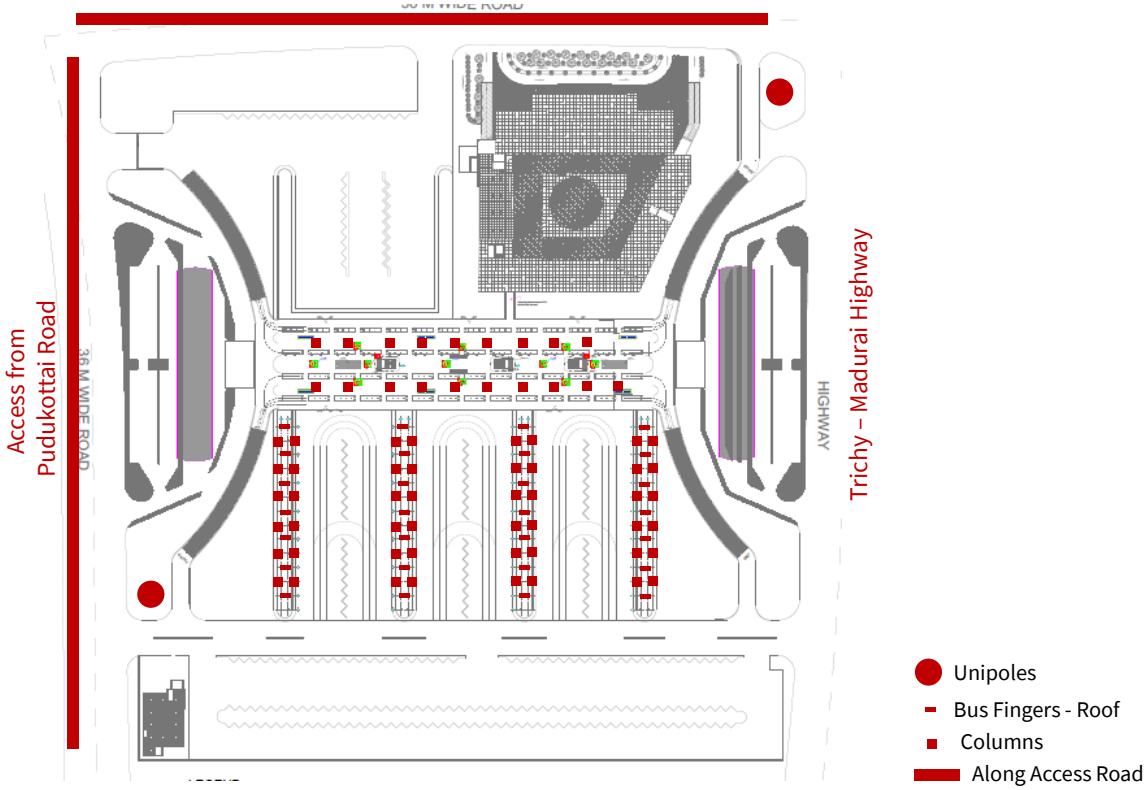
Note:

1. Any modifications to the same shall not be undertaken by the Concessionaire without obtaining prior written approval from the Authority.
2. Bidders are required to obtain detailed drawings from the Authority as specified in Annexure 1, conduct a Site visit, and ensure their satisfaction before submitting the Bid.

List of Proposed Advertisement Spaces on License

S. No	Particulars	Unit	Area Sq.ft
1	Main Terminal Building - Columns	Sqft	651
2	Bus Fingers - Ground Floor (Columns)	Sqft	1,364
3	Bus Fingers - First Floor (Columns)	Sqft	1,054
4	Bus Fingers - Ground Floor (Beams)	Sqft	1,465
5	Street Light Poles - Driveway	Sqft	814
6	Unipole - Highways & Rear Side	Sqft	1,550
8	Auto Driveway	Sqft	806
9	Advertisement along Pudukottai Road entrance	sqft	29,063

Location of Probable Advertisement and Public Display Spaces



Operation and Administration Area

Integrated Bus Terminal (Building)

S. No	Facility	Priority Area (Sq. ft)	Non-Priority Area (Sq. ft)	Non-Maintenance Area (Sq. ft)
A	**Site Details**			
1	Landscape in site		1,51,309	
2	2-wheeler surface parking		25,244	
3	Bus driveway - Mofussil / Omni and Idle parking		6,58,108	
4	Paved Area- Auto / Taxi driveway		1,48,509	
5	Bus ramp to first floor		30,379	
6	Basement entry ramp		5,616	
7	Paved area near driver's dormitory		9,592	
8	Platforms in Auto / Taxi parking area		40,490	
9	Toilet Area in Landscape	1,900		
10	Eb room	2,153		
11	Future development		69,597	
12	Exterior road - Rear and North - 36 m road		3,90,685	
B	**Terminal Building – Ground Floor**			
1	Terminal Building - Commercial Area (Shops, Restaurants, etc.)			18,913
2	Terminal Building - Admin & Utility Space		9,178	
3	Terminal Building - Circulation Area	98,186		
4	Terminal Building - Landscape		7,328	

S. No	Facility	Priority Area (Sq. ft)	Non-Priority Area (Sq. ft)	Non-Maintenance Area (Sq. ft)
5	Terminal Building - Passenger Waiting Area	13,046		
6	Staircase/Lifts/Ramps/ Escalators/ Ducts	15,281		
7	Toilet Area	14,745		
8	Bus Platforms - Mofussil	64,190		
9	Skylight Ducts		1,043	
C	**Terminal Building – Basement**			
1	Driveway / Parking area		79,426	
2	Lifts/ Main ducts area	399		
3	Skylight Duct Area			772
4	Escalator	534		
5	Staircase	1,271		
D	Terminal Building (First Floor)			
1	Driveway Excluding Ramp		80,017	
2	Platform walkway	44,965		
3	Lifts and Ducts			551
4	Staircases	2,432		
5	escalator	1,248		
6	Retail (8*6 ft)			96
7	Toilets	430		
E	**Terminal Building (Other Areas)**			
1	Terminal Bus Finger		64,190	
2	First Floor - Tensile Roof		1,34,335	
F	**Driver's Dormitory**			
1	Ground Floor			
2	Driver's Dormitory - GF	6,232		
3	Toilets	1,886		
4	Staircase	883		
5	Ramp/ Entrance		484	
6	First Floor			
7	Driver's Dormitory - FF	6,222		
8	Terrace Area		6,889	
TOTAL		**2,76,003**	**19,12,419**	**20,332**

Note:

1. Ducts shall include ACO, ECO, FCO, GCO, TCPO, IBMSCO, and SPCO.
2. Circulation Area shall comprise the lift lobby, corridor, pedestrian pathways, two-wheeler ramps, and car ramps.
3. In the event of any variation, the drawings attached to the RFP/DCA shall be deemed final and conclusive.

Annexure 7- User Fee

The Concessionaire shall, in consideration of the payment of the annual Concession Fee and services, be entitled to demand, collect, revise and appropriate User Fee from the users of the Project as provided below:

- **User Fee fixed by the Concessionaire:**

A. The Concessionaire shall be free to determine, revise and charge the User Fee from time to time as per the prevailing market rate with respect to:

(i) Retail Area / Shops

(ii) Advertisements (preferably digital).

(iii) 4W parking

Provided that only a maximum of 10% (ten percent) of the permitted retail area/shops may be utilized as additional retail space, in addition to those specified under Schedule B Appendix I-Annexure 6 of this Agreement. Additional retail areas/shops as mentioned above shall be constructed at the expense of the Concessionaire. The revenue generated from these additional shops shall accrue to the Concessionaire.

Further, the Authority shall only undertake infrastructural augmentations and it is clarified that no commercial development shall be undertaken by the Authority within the Site.

- **User Fee fixed and revised by the Authority:**

The Authority shall **determine and revise** User Fee from time to time with respect to:

(i) Entry fee per omni bus for:
   a. Buses originating / Terminating at Trichy
   b. Buses passing through Trichy

(ii) entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses

(iii) 2W parking

(iv) cloak room

(v) Auto Parking

- **For the purpose of clarity, User Fee (revenue component of the Project) which shall be collected by the Concessionaire:**

The Concessionaire shall have the right to collect User Fee from the users, at the rate specified in this Annexure 7 in accordance with the User Fee determined in the above mentioned clauses from the users of:

(i) Entry fee per omni bus for:
   a. Buses originating / Terminating at Trichy
   b. Buses passing through Trichy

(ii) entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses

(iii) retail shops

(iv) advertisements (preferably digital)

(v) 2W/ 4W parking

(vi) cloak room

(vii) Auto Parking

The Concessionaire may determine and recover rent or fee for use of additional retail area or other facilities or amenities including passenger convenience facilities, provided by the Concessionaire at the Integrated Bus Terminal, excluding the earmarked spaces as specified in Appendix I-Annexure 6 of this Agreement as per the prevailing market rate.

User Fee for Omni/ Government buses

Entry fee per Government bus per day shall be collected by Concessionaire as per the rates as detailed below and any future revision shall be at the sole discretion of the Authority.

Charges of Government Mofussil (SETC, TNSTC, PRTC etc.) buses

S. No	Particulars	Proposed Tariff
1.	Entry / Bus / Day	INR 25 **including GST**

2.	No. of Mofussil Buses per day	Mofussil Buses – 1615, Local Buses (private) - 405

- Entry fee per omni bus for each round trip shall be collected by Concessionaire either at departure or arrival whichever occurs first, only as per the rates as detailed below and any future revision shall be at the sole discretion of the Authority.

Omni Buses Entry Fee Per Round Trip

S. No	Particulars	Unit	Amount
1.	Bus entry fee for omni buses originating/terminating at Trichy	INR	150 including GST
2.	Bus entry fee for omni buses passing through the Integrated Bus Terminal	INR	50 including GST

Note:

- The minimum number of omni buses anticipated to be using the Integrated Bus Terminal per quarter shall be 9000 buses (threshold for omni buses – originating from TCC/ Roundtrip) and 36,000 Buses (Touch-down buses to TCC) the minimum number of Government buses to be using the Integrated Bus Terminal per day shall be 1615 buses (threshold for Government buses) and 405 buses (threshold for local /private buses).
- In the event that the number of omni/government buses per quarter/day exceeds number of buses as mentioned in serial no. 1 (one) above, User Fee collected from the omni/government buses over and above the threshold in serial no. 1 (one) above per quarter/day shall be considered as excess revenue and the excess revenue shall be paid in entirety to the Authority by the Concessionaire along with the quarterly payable Concession Fee.

- In the event that the number of buses on a given day is less than the number of buses as mentioned in point 1 above, the Authority may, at its sole discretion, compensate the Concessionaire for any revenue shortfall.
- The User Fee for omni buses shall be escalated by 15% (Fifteen Percent) once in every 3 (Three) years or as approved by the Authority.
- The Concessionaire shall be responsible for monitoring all buses (Omni, SETC, TNSTC, local buses) and other private vehicles such as 4-wheelers, 2-wheelers, Autos, and Taxis at the Integrated Bus Terminal. This monitoring will be done using a combination of ANPR (Automatic Number Plate Recognition) cameras and boom barriers at both the entry and exit points. The data will be made accessible online in real-time. The designated officer of the Authority and the Concessionaire shall countersign and verify the number of vehicles on a daily basis.

- **User Fee for cloak room**

  The User Fee for cloak room shall be collected by Concessionaire as per the rates detailed below and any future revision shall be at the sole discretion of the Authority:

Time Slot	Small Bag	Large Bag	Refundable deposit
Upto 12 hrs	Rs.50/-	Rs.70/-	Rs.200/-
After 12 hrs but less than 24 hrs	Rs.70/-	Rs.100/-	Rs.300/-
After 24 hrs (For every additional 24 hours or part thereof)	Rs.70/-	Rs.100/-	Rs.350/-

User Fee for 2W / 4W Parking and other charges

The Concessionaire shall charge/collect User Fee for 4W at the prevailing market rate. The Concessionaire shall also allocate 2% of the total parking space as reserved preferential parking, free of charge, to be used by the Authority and/or other allied Government department

employees working in the Integrated Bus Terminal. The Concessionaire shall charge User Fees for Parking as provided below:

Parking fee for private vehicles

S. No	Particulars	Proposed Tariff
1	2W / Bike	24 Hrs. = INR 20/ One time charge per entry Additional 24 Hrs. or part thereof = INR 20
2	4W / Car	Concessionaire shall decide as per prevailing market rate.
Note: The parking fee for two-wheelers shall be escalated by 15% once in every three years.		

Annexure 8- Stock Level of Supply for O&M

The Concessionaire shall ensure that an adequate stock level of all housekeeping materials, replaceable items, and consumables required for the O&M of all machinery, housekeeping/maintenance equipment, diesel, oil, common spares, safety equipment, and other essential supplies is sufficiently maintained at the Site at all times. The following guidelines shall be strictly adhered to by the Concessionaire to ensure the effective operation and maintenance of the Site.

a) Upon receipt of the LoA and prior to the execution of the Concession Agreement, the Concessionaire shall prepare a comprehensive checklist of all necessary materials required for the effective O&M of the Integrated Bus Terminal and obtain the necessary approvals from the Authority.

b) The checklist shall include details such as material specifications, daily or periodic consumption requirements, lead time, minimum stock levels, reorder levels, and any other particulars as may be required by the Authority.

c) The checklist shall be updated on a quarterly basis during the first year of operations and subsequently on a yearly basis from the second year onwards or as directed by the Authority. Upon approval by the Authority, the checklist shall be maintained at the Site and shall be strictly adhered to at all times.

d) The stock levels for all materials shall be calculated as follows:

   (a) **Minimum Stock Level** – Equivalent to two times the lead or delivery time from the order date.

   (b) **Reorder Level** – Equivalent to three times the lead or delivery time from the order date.

e) In the event of any loss, damage, inconvenience, or non-adherence to maintenance standards due to the failure to maintain minimum stock levels or the non-availability of required materials, a penalty shall be imposed. The penalty amount shall be either INR 10,000 per instance or the actual loss or damages suffered by the Authority, whichever is higher. The decision of the Authority in this regard shall be final and binding on the Concessionaire.

f) The Authority reserves the absolute right to modify, amend, or introduce new specifications or requirements in the aforementioned methodology at its sole discretion, as and when deemed necessary, to ensure compliance with maintenance standards, service level agreements, or any other provisions of the RFP or Concession Agreement. Any such modifications shall not impose any financial, legal, or other obligations on the Authority.

g) Cash procurement of materials shall be strictly avoided. All procurements shall be properly documented, accounted for, and carried out in accordance with good industry practices.

h) Upon request by the Authority, the Concessionaire shall disclose the details of all material suppliers, including work orders, for verification and compliance purposes.

i) The Concessionaire shall conduct adequate quality and safety tests for all procured materials to ensure compliance with prescribed quality and safety standards, authenticity, and suitability before their usage at the Site.

j) It shall be the responsibility of the Concessionaire to ensure the safe custody of all materials at the Site, maintain adequate stock levels, and ensure the efficient and effective execution of all operations and maintenance activities in accordance with the provisions of this RFP and Concession Agreement.

2 APPENDIX-II: NATIONAL POLICY ON SAFETY, HEALTH AND ENVIRONMENT AT WORKPLACE

1. PREAMBLE

1.1 The Constitution of India provide detailed provisions for the rights of the citizens and also lays down the Directive Principles of State Policy which set an aim to which the activities of the state are to be guided.

1.2 These Directive Principles provide

(a) for securing the health and strength of employees, men and women;

b) that the tender age of children are not abused;

c) that citizens are not forced by economic necessity to enter avocations unsuited to their age or strength;

d) just and humane conditions of work and maternity relief are provided; and

e) that the Government shall take steps, by suitable legislation or in any other way, to secure the participation of employee in the management of undertakings, establishments or other organisations engaged in any industry.

1.3 On the basis of these Directive Principles as well as international instruments, Government is committed to regulate all economic activities for management of safety and health risks at workplaces and to provide measures so as to ensure safe and healthy working conditions for every working man and woman in the nation. Government recognizes that safety and health of workers has a positive impact on productivity and economic and social development. Prevention is an integral part of economic activities as high safety and health standard at work is as important as good business performance for new as well as existing industries.

1.4 The formulation of policy, priorities and strategies in occupational safety, health and environment at work places, is undertaken by national authorities in consultation with social partners for fulfilling such objectives. A critical role is played by the Government and the social partners, professional safety and health organizations in ensuring prevention and in also providing treatment, support and rehabilitation services.

1.5 Government of India firmly believes that without safe, clean environment as well as healthy working conditions, social justice and economic growth cannot be achieved, and that safe and

healthy working environment is recognized as a fundamental human right. Education, training, consultation and exchange of information and good practices are essential for prevention and promotion of such measures.

1.6 The changing job patterns and working relationships, the rise in self employment, greater sub-contracting, outsourcing of work, homework and the increasing number of employees working away from their establishment, pose problems to management of occupational safety and health risks at workplaces. New safety hazards and health risks will be appearing along with the transfer and adoption of new technologies. In addition, many of the well known conventional hazards will continue to be present at the workplace till the risks arising from exposure to these hazards are brought under adequate control. While advancements in technology have minimized or eliminated some hazards at workplace, new risks can emerge in their place which needs to be addressed.

1.7 Particular attention needs to be paid to the hazardous operations and of employees in risk prone conditions such as migrant employees and various vulnerable groups of employees arising out of greater mobility in the workforce with more people working for a number of employers, either consecutively or simultaneously.

1.8 The increasing use of chemicals, exposure to physical, chemical and biological agents with hazard potential unknown to people; the indiscriminate use of agro-chemicals including pesticides, agricultural machineries and equipment; industries with major accident risks; effects of computer controlled technologies and alarming influence of stress at work in many modern jobs pose serious safety, health and environmental risks.

1.9 The fundamental purpose of this National Policy on Safety, Health and Environment at workplace, is not only to eliminate the incidence of work related injuries, diseases, fatalities, disaster and loss of national assets and ensuring achievement of a high level of occupational safety, health and environment performance through proactive approaches but also to enhance the well-being of the employee and society, at large. The necessary changes in this area will be based on a co-ordinated national effort focused on clear national goals and objectives.

1.10 Every Ministry or Department may work out their detailed policy relevant to their working environment as per the guidelines on the National Policy.

2. GOALS:

The Government firmly believes that building and maintaining national preventive safety and health culture is the need of the hour. With a view to develop such a culture and to improve the safety, health and environment at workplace, it is essential to meet the following requirements:-

2.1 providing a statutory framework on Occupational Safety and Health in respect of all sectors of industrial activities including the construction sector, designing suitable control systems of compliance, enforcement and incentives for better compliance.

2.2 providing administrative and technical support services.

2.3. providing a system of incentives to employers and employees to achieve higher health and safety standards .

2.4 providing for a system of non-financial incentives for improvement in safety and health.

2.5. establishing and developing the research and development capability in emerging areas of risk and providing for effective control measures.

2.6. Focusing on prevention strategies and monitoring performance through improved data collection system on work related injuries and diseases.

2.7 Developing and providing required technical manpower and knowledge in the areas of safety, health and environment at workplaces in different sectors.

2.8 Promoting inclusion of safety, health and environment, improvement at workplaces as an important component in other relevant national policy documents.

2.9 Including safety and occupational health as an integral part of every operation.

3. OBJECTIVES:

3.1 The policy seeks to bring the national objectives into focus as a step towards improvement in safety, health and environment at workplace. The objectives are to achieve:-

a) Continuous reduction in the incidence of work related injuries, fatalities, diseases, disasters and loss of national assets.

b) Improved coverage of work related injuries, fatalities and diseases and provide for a more comprehensive data base for facilitating better performance and monitoring.

c) Continuous enhancement of community awareness regarding safety, health and environment at workplace related areas.

d) Continually increasing community expectation of workplace health and safety standards.

e) Improving safety, health and environment at workplace by creation of "green jobs" contributing to sustainable enterprise development.

4. ACTION PROGRAMME

For the purpose of achieving the goals and objectives mentioned in paragraphs 2 and 3 above, the following action programme is drawn up and where necessary time bound action programme would be initiated, namely:-

4.1. Enforcement

4.1.1 by providing an effective enforcement machinery as well as suitable provisions for compensation and rehabilitation of affected persons;

4.1.2 by effectively enforcing all Applicable Laws and regulations concerning safety, health and environment at workplaces in all economic activities through an adequate and effective labour inspection system;

4.1.3 By establishing suitable schemes for subsidy and provision of loans to enable effective implementation of the policy;

4.1.4 by ensuring that employers, employees and others have separate but complementary responsibilities and rights with respect to achieving safe and healthy working conditions;

4.1.5 by amending expeditiously existing laws relating to safety, health and environment and bring them in line with the relevant international instruments;

4.1.6 by monitoring the adoption of national standards through regulatory authorities;

4.1.7 by facilitating the sharing of best practices and experiences between national and international regulatory authorities;

4.1.8 by developing new and innovative enforcement methods including financial incentives that encourage and ensure improved workplace performance;

4.1.9 by making an enabling legislation on Safety, Health and Environment at Workplaces;

4.1.10 by setting up safety and health committees wherever deemed appropriate;

4.2 National Standards

4.2.1 by developing appropriate standards, codes of practices and manuals on safety, health and environment for uniformity at the national level in all economic activities consistent with international standards and implementation by the stake holders in true spirit;

4.2.2 by ensuring stakeholders awareness of and accessibility to applicable policy, documents, codes, regulations and standards;

4.3 Compliance

4.3.1 by encouraging the appropriate Government to assume the fullest responsibility for the administration and enforcement of occupational safety, health and environment at workplace, provide assistance in identifying their needs and responsibilities in the area of safety, health and environment at workplace, to develop plans and programmes in accordance with the provisions of the Applicable Lawsand to conduct experimental and demonstration projects in connection therewith;

4.3.2 by calling upon the co-operation of social partners in the supervision of application of legislations and regulations relating to safety, health and environment at work place;

4.3.3 by continuous improvement of Occupational Safety and Health by systems approach to the management of Occupational Safety and Health including developing guidance on Occupational Safety and Health management systems, strengthening voluntary actions, including mechanisms for self-regulatory concept and establishing auditing mechanisms which can test and authenticate occupational safety and health management systems;

4.3.4 by providing specific measures to prevent catastrophes, and to co-ordinate and specify the actions to be taken at different levels, particularly in the industrial zones with high potential risks;

4.3.5 by recognising the best safety and health practices and providing facilitation for their adoption.

4.3.6 by providing adequate penal provisions as deterrent for violation of laws for the time being in force;

4.3.7 by encouraging all concerned to adopt and commit to “Responsible Care” and / or “Corporate Social Responsibility” to improve safety, health and environment at workplace performance;

4.3.8 by ensuring a suitable accreditation machinery to recognise institutions, professionals and services relating to safety, health and environment at workplace for uniformity and greater coverage as also authenticating safe management system;

4.3.9 by encouraging employers to ensure occupational safety and health management systems, establish them in efficient manner to improve workplace safety and health;

4.3.10 by specifically focusing on such occupational diseases like pneumoconiosis and silicosis; developing a framework for its prevention and control as well as develop technical standards and guidelines for the same;

4.3.11 by promoting safe and clean technology and progressively replacing materials hazardous to human health and environment;

4.4 Awareness

4.4.1 by increasing awareness on safety, health and environment at workplace through appropriate means;

4.4.2 by providing forums for consultations with employers' representatives, employees representatives and community on matters of national concern relating to safety, health and environment at work place with the overall objective of creating awareness and enhancing national productivity;

4.4.3 by encouraging joint labour-management efforts to preserve, protect and promote national assets and to eliminate injuries and diseases arising out of employment;

4.4.4 by raising community awareness through structured, audience specific approach;

4.4.5 by continuously evaluating the impact of such awareness and information initiatives;

4.4.6 by maximizing gains from the substantial investment in awareness campaigns by sharing experience and learning;

4.4.7 by suitably incorporating teaching inputs on safety, health and environment at work place in schools, technical, medical, professional and vocational courses and distance education programme;

4.4.8 by securing good liaison arrangements with the International organisations;

4.4.9 by providing medical criteria wherever necessary which will assure insofar as practicable that no employee will suffer diminished health, functional capacity, or life expectancy as a result of his work place activities and that in the event of such occupational diseases having been contracted, is suitably compensated;

4.4.10 by providing practical guidance and encouraging employers and employees in their efforts to reduce the incidence of occupational safety and health risks at their places of employment and to impress upon employers and employees to institute new programmes and to improve existing programmes for providing safe and healthful working conditions, requiring employers to ensure that workers and their representatives are consulted, trained, informed and involved in all measures related to their safety and health at work;

4.5 Research and Development

4.5.1 by providing for research in the field of safety, health and environment at workplace, including the social and psychological factors involved, and by developing innovative methods, techniques including computer aided Risk Assessment Tools, and approaches for dealing with safety, health and environment at workplace problems which will help in establishing standards;

4.5.2 by exploring ways to discover latent diseases, establishing causal connections between diseases and work environmental conditions, updating list of occupational diseases and conducting other research relating to safety, health and environmental problems at workplace;

4.5.3 by establishing research priorities as per national requirements; exploring partnerships and improving communications with various national and international research bodies;

4.5.4 by ensuring a coordinated research approach and an optimal allocation of resources in Occupational Safety and Health sector for such purposes;

4.6 Occupational safety and health skills development

4.6.1 by building upon advances already made through employer and employee initiative for providing safe and healthy working conditions;

4.6.2 by providing for training programmes to increase the number and competence of personnel engaged in the field of occupational safety, health and environment at workplace;

4.6.3 by providing information and advice, in an appropriate manner, to employers and employees organisations, with a view to eliminating hazards or reducing them as far as practicable;.

4.6.4 by establishing occupational health services aimed at protection and promotion of health of employee and improvement of working conditions and by providing employee access to these services in different sectors of economic activities;

4.6.5 by integrating health and safety into vocational, professional and labour related training programmes as also management training including small business practices;

4.6.6 by adopting Occupational Safety and Health training curricula in workplace and industry programmes;

4.7 Data collection

4.7.1 by compiling statistics relating to safety, health and environment at work places, prioritising key issues for action, conducting national studies or surveys or projects through governmental and non-governmental organisations;

4.7.2 by reinforcing and sharing of information and data on national occupational safety, health and environment at work place information amongst different stake holders through a national network system on Occupational Safety and Health;

4.7.3 by extending data coverage relevant to work-related injury and disease, including measures of exposure, and occupational groups that are currently excluded, such as self-employed people;

4.7.4 by extending data systems to allow timely reporting and provision of information;

4.7.5 by developing the means for improved access to information;

4.8 Review

4.8.1 An initial review and analysis shall be carried out to ascertain the current status of safety, health and environment at workplace and building a national Occupational Safety and Health profile.

4.8.2 National Policy and the action programme shall be reviewed at least once in five years or earlier if felt necessary to assess relevance of the national goals and objectives.

5. Conclusion

5.1 There is a need to develop close involvement of social partners to meet the challenges ahead in the assessment and control of workplace risks by mobilising local resources and extending protection to such working population and vulnerable groups where social protection is not adequate.

5.2 Government stands committed to review the National Policy on Safety, Health and Environment at Workplace and legislations through tripartite consultation, improve enforcement, compilation and analysis of statistics; develop special programmes for hazardous operations and other focus sectors, set up training mechanisms, create nation-wide awareness, arrange for the mobilisation of available resources and expertise.

5.3 The National Policy and programme envisages total commitment and demonstration by all concerned stakeholders such as Government and social partners. Our goals and objectives will be that through dedicated and concerted efforts consistent with the requirements of safety, health and environment at workplace and thereby improving the quality of work and working life.

SCHEDULE C: APPLICABLE PERMITS

1. Applicable Permits

1.1 The Concessionaire shall obtain/renew, as required under Applicable Laws, the O&M related Applicable Permits/approvals on or before the Appointed Date.

1.2 All the O&M renewal approvals shall be obtained in advance by the Concessionaire.

1.3 Any delay in procuring the O&M approvals shall be deemed as a violation of the Applicable Law.

1.4 In the event of such delay, a penalty shall be imposed as determined by the Authority, which shall not be less than twice the cost of the approval. The decision of the Authority in this regard shall be final and binding.

1.5 Furthermore, if the delay exceeds a period equivalent to 10 % of the licence period, the Concession Agreement shall stand terminated.

SCHEDULE D: PERFORMANCE SECURITY

To,

<Insert Designation and Address of the Municipality>

WHEREAS:

(A.) _____(the "**Concessionaire**") and _____, Tiruchirapalli City Municipal Corporation (the "**Authority**") have entered into a Concession Agreement dated _____ (the "**Agreement**") whereby the Authority has agreed to the Concessionaire undertaking O&M of Integrated Bus Terminal at Panjappur, Trichy for Tiruchirappalli City Municipal Corporation on Public Private Partnership (**"PPP"**) mode for a period of 15 (Fifteen) years (the "**Project"**) in accordance with the Concession Agreement.

(B.) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. 10 crores (Rupees Ten Crores Only) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Concession Period (as defined in the Agreement).

(C.) We, _____through our Branch at _____ (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of City Engineer in the Tiruchirapalli City Municipal Corporation, that the Concessionaire

has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Concession Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of

releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained herein, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee shall be unconditional and irrevocable and will remain in force throughout the Concession Period and until the expiry of 6 (Six) months after Concession Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall be released 6 (Six) months after the expiry of Concession Period provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted

shall be conclusive. The Bank shall also accept e-mail as a valid notice of claim by the Authority delivered to [insert e-mail id of the Bank]

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of 6 (Six) months after the expiry of Concession Period or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ……. day of ….. 20…… at ……

SIGNED, SEALED AND DELIVERED

For and on behalf of the **BANK** by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE E: SAFETY REQUIREMENTS

1. Guiding principles

1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on or about the Project, irrespective of the person(s) at fault.

1.2 Users of the Project include motorized and non-motorized vehicles as well as pedestrians involved in, or associated with accidents.

1.3 Safety Requirements apply to all phases of O&M with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.

1.4 Safety Requirements include measures associated with traffic management and regulation such as signs, pavement marking, traffic control devices, roadside furniture, design elements, enforcement and emergency response.

1.5 The Concessionaire shall, in accordance with Good Industry Practice, make adequate arrangements for safety during operation of roads forming part of the Project. For the avoidance of doubt, Good Industry Practice shall, for the purposes hereof, mean the safety requirements applicable to similar nature projects undertaken through Public Private Partnership and as prescribed by the State Government.

2. Obligations of the Concessionaire

The Concessionaire shall abide by the following in so far as they relate to safety of the Users:

(a) Applicable Laws and Applicable Permits;

(b) Accessibility Guidelines for Integrated Bus Terminals / Bus Stops by the Ministry of Road Transport and Highway[1] ;

(c) Provisions of this Agreement;

(d) Relevant Standards/Guidelines; and

(e) Good Industry Practice

SCHEDULE F: ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the**** day of ****20**

AMONGST

[1] https://morth.nic.in/sites/default/files/circulars_document/N_3012405_1637043131682.pdf

1. [*****Limited], a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at ******* (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2. **** (insert name and particulars of the Escrow Bank) and having its registered office at **** (hereinafter referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

3. The Tiruchirapalli City Municipal Corporation represented by Commissioner having its registered address at No. 58, Bharathidasan Road, Cantonment, Tiruchirappalli, Tamil Nadu, India – 620001 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

(A.) The Authority has entered into a Concession Agreement dated _____with the Concessionaire (the "**Concession Agreement**") for O&M of Integrated Bus Terminal at Panjappur, Trichy for Tiruchirappalli City Municipal Corporation on Public Private Partnership (**"PPP"**) mode for a period of 15 (Fifteen) years (the "**Project**"), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B.) The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

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

"**Agreement**" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Concession Agreement**" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"**Escrow Account**" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"**Escrow Default**" shall have the meaning ascribed thereto in Clause 6.1;

"**Parties**" means the parties to this Agreement collectively and "**Party**" shall mean any of the Parties to this Agreement individually;

"**Payment Date**" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts**" means the respective sub-accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month, then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment Date(s).

1.2. Interpretation

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

1.2.2. References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2. ESCROW ACCOUNT

2.1. Escrow Bank to act as trustee

2.1.1. The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, and the Concessionaire authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2. The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire and applied in accordance with the terms of this Agreement. No person other than the Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of or as third-party beneficiaries under this Agreement.

2.2. Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3. Establishment and operation of Escrow Account

2.3.1. Within 30 (thirty) days from the date of this Agreement, and in any case prior to the commencement of Trial Run Period, the Concessionaire shall open and establish the

Escrow Account with the ……. (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2. The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3. The Escrow Bank and the Concessionaire shall, after consultation with the Authority, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4. Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire in terms of this Agreement.

2.5. Rights of the Parties

Save and except as otherwise provided in the Concession Agreement, the rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1. Deposits by the Concessionaire

3.1.1. The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) All monies received in relation to the Project from any source, including the working capital from lenders;

(b) All funds received by the promoters of the Concessionaire, in relation to the Project, in any manner or form;

(c) All User Fee levied and collected by the Concessionaire and other revenues in respect of the Project, such as sub-license fee, any form of advance payments from sub-license fee, deposits or capital receipts, as the case may be;

(d) All proceeds received pursuant to any insurance claims; and

(e) All payments by the Authority, after deduction of any outstanding payments, if any.

3.1.2. Any advance payment received from a sub-license shall be deposited into the Escrow Account and promptly transferred to a term deposit account opened in the name of the Authority. The Concessionaire shall submit proof of such deposit to the Authority without delay.

3.1.3. Any interest accrued on the advance payment from the sub-license in the term deposit account shall be subsequently transferred to the Escrow Account.

3.1.4. Upon transfer of the accrued interest from the term deposit account to the Escrow Account, such interest shall be deemed as income of the Concessionaire and shall form part of the Escrow Account balance.

3.1.5. The advance payments received from the sub-license shall not be utilized for maintenance or any other expenses Any violation of this provision shall constitute a breach of this Agreement, and the decision of the Authority in this regard shall be final and binding.

3.2. Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) Any monies disbursed by the Authority to the Concessionaire, if any;

(b) All revenues collected by the Authority in exercise of its rights under the Concession Agreement, if any;

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any amounts due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3. Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1. Withdrawals during Concession Period

4.1.1. At the beginning of every month, or at such shorter intervals , the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) For fee and expenses due to the Escrow Bank in terms of Escrow Agreement;

(b) For deposit of any form of advance payment received from a sub-license into the term deposit account ;

(c) All taxes and statutory payments due and payable by the Concessionaire for and in respect of the Project;

(d) Utility payments;

(e) The annual Concession Fee due and payable to the Authority;

(f) Repayments of working capital as per the Working Capital Facility Agreements;

(g) O&M Expenses, (excluding escrow fees), incurred or accrued including but not limited to vendor payments;

(h) All payments, penalties and Damages certified by the Authority as due and payable to it by the Concessionaire;

(i) Balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2. The Concessionaire shall not in any manner modify the order of payments specified in Clause 4.1.1, except with the prior written approval of the Authority.

4.1.3. The Escrow Account shall be audited by an independent auditor as per Clause 20.2 of this Agreement.

4.2. Withdrawals upon Termination

4.2.1. Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) All taxes and statutory payments due and payable by the Concessionaire for and in respect of the Project;

(b) Utility payments;

(c) The annual Concession Fee due and payable to the Authority;

(d) Repayments of working capital as per the Working Capital Facility Agreements;

(e) O&M Expenses incurred or accrued including but not limited to vendor payments;

(f) All payments and Damages certified by the Authority as due and payable to it by the Concessionaire including annual Concession Fee;

(g) Retention and payments relating to the liability for defects and deficiencies set forth in the Concession Agreement;

(h) Any other payments required to be made under this Agreement; and

(i) balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-clause (i) of this Clause 4.2 until a Vesting Certificate has been issued by the Authority under the provisions of Article 24.

4.2.2. The Concessionaire is prohibited from making any withdrawals for purposes other than covering operational and maintenance expenses during the Termination Notice period or in the event of termination.

4.2.3. Any remaining funds after 6 months from the Termination of this Agreement will be transferred to the Concessionaire, provided that all operational and maintenance

expenses, including but not limited to vendor payments and debts, incurred during the Concession Period have been paid.

4.3. Application of insufficient funds:

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4. Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be paid to the Authority by credit to the Escrow Account and utilized for any necessary repair, reinstatement, replacement, improvement, delivery or installation of the Project. If the Authority successfully recovers all losses through insurance proceeds, the remaining balance, if any, may be transferred to the Concessionaire through an Escrow Account in order to compensate for the losses incurred by the Concessionaire.

5. OBLIGATIONS OF THE ESCROW BANK

5.1. Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received and shall be segregated from other funds and property of the Escrow Bank.

5.2. Notification of balances

7(seven) business days prior to each Payment Date (and for this purpose) the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates, the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3. Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

5.4. No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5. Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6. ESCROW DEFAULT

6.1. Escrow Default

6.1.1. Following events shall constitute an event of default by the Concessionaire (an "**Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein.

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement.

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement.

6.1.2. Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7. TERMINATION OF ESCROW AGREEMENT

7.1. Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the working capital required by lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2. Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, and upon acceptance of the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Authority and arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3. Closure of Escrow Account

The Escrow Bank shall, at the instruction of the Authority on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement, and upon confirmation of receipt of such payments, close the Escrow Account and Sub- Accounts after 180 (One Hundred and Eighty) days from the Termination and/or expiry of this Agreement. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. INDEMNITIES

8.1. General indemnity

8.1.1. The Concessionaire will indemnify, defend and hold the Authority, and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss,

damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits. The indemnity shall not exceed the entire development cost of the Project of Rs. 275 (Rupees two hundred and seventy five) crores or the actual amount of loss suffered, whichever is lower. The limitation hereunder shall not apply to any or all liabilities in respect of third parties. The Parties agree that the Concessionaire's liability will be uncapped in case of any liabilities arising due to: (a) any amount payable as indemnity to the Authority due to its acts or omissions or fraud, gross negligence and willful misconduct; (b) breach of any Applicable Laws or any Applicable Permits; (c) any claims or loss on account of Intellectual Property rights violation by the Concessionaire; (d) any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or (e) any loss of or physical damage to property of the Authority or any third part by Concessionaire

8.1.2. The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents. The indemnity shall not exceed the amount available in the Escrow Account.

8.1.3. The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

8.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 8.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (Fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

9. DISPUTE RESOLUTION

9.1. Dispute resolution

9.1.1. Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of 3 (three) Arbitrators comprising one nominee of each Party to the dispute, and such nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Nani Palkhivala Arbitration Centre, Chennai (the "**Rules**") or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

9.1.2. The Arbitrators shall issue a reasoned award, and such award shall be final and binding on the Parties. The place of arbitration shall be Chennai, and the language of arbitration shall be English.

10. MISCELLANEOUS PROVISIONS

10.1. Governing law and jurisdiction

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

10.2. Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

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

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

10.3. Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

10.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

10.5. Waiver

10.5.1. Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

10.5.2. Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

10.6. No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

10.7. Survival

10.7.1. Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

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

10.7.2. All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

10.8. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions

which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 9.1 of this Agreement or otherwise.

10.9. Successors and assigns

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

10.10. Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

10.11. Language

All notices, certificates, correspondence, and proceedings under or in connection with this Agreement shall be in English.

10.12. Authorized representatives

Each of the Parties shall, by notice in writing, designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

10.13. Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

SIGNED AND DELIVERED For and on behalf of THE **CONCESSIONAIRE** pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the …… day of 2025…… in the presence of ……....……, Director, who has signed these presents in token thereof and ……, Company Secretary / Authorized Officer who has countersigned the same in token thereof. Signature: Name:	**SIGNED AND DELIVERED** For and on behalf of **LENDERS** by the Lenders' Representative: (Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)

SIGNED AND DELIVERED For and on behalf of **ESCROW BANK by:** (Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)	**SIGNED AND DELIVERED** For and on behalf of **THE AUTHORITY by:** (Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)

SCHEDULE G: VESTING CERTIFICATE

VESTING CERTIFICATE

The Commissioner, Tiruchirappalli City Municipal Corporation (the **"Authority"**) refers to the Concession Agreement dated ******(the **"Agreement"**) entered into between the Authority and ****** (the **"Concessionaire"**) for undertaking the O&M of Integrated Bus Terminal at Panjappur, Trichy for Tiruchirappalli City Municipal Corporation on Public Private Partnership (**"PPP"**) mode for a period of 15 (Fifteen) years (the "**Project**").

1. The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

2. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

SIGNED AND DELIVERED For and on behalf of THE **AUTHORITY** by:	**SIGNED AND DELIVERED** For and on behalf of THE **CONCESSIONAIRE** pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the …… day of 2025…… in the presence of ……....……, Director, who has signed these presents in token thereof and ……, Company Secretary

	/ Authorized Officer who has countersigned the same in token thereof
(Signature) (Name) (Designation)	(Signature) (Name) (Designation)

Signature Not Verified
Digitally signed by PRAKASAVELU SIVAPATHAM
Date: 2025.04.28 17:49:24 IST
Location: Tamil Nadu-TN