GREATER CHENNAI CORPORATION

DRAFT CONCESSION AGREEMENT

FOR

SELECTION OF CONCESSIONAIRE FOR SUPPLYING, INSTALLING COMMISSIONING, MANNING, OPERATING AND MAINTAINING OF SMART PARKING SOLUTIONS FOR PACKAGE 1: ANNA NAGAR IN CHENNAI METROPOLITAN AREA ON PPP MODEL

RFP Ref: S.P.D.C.No. B1/1810/2025
Dated: 24.11.2025

THE SUPERINTENDING ENGINEER

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DRAFT CONCESSION AGREEMENT

This Concession Agreement ("**Concession Agreement" or "Agreement**") mutually agreed and entered into on this the _____ day of _____, (**"**Effective Date**")** Two Thousand and _____ at Chennai, Tamil Nadu.

BETWEEN

THE GREATER CHENNAI CORPORATION (hereinafter referred to as the "Concessioning Authority" or "Authority" or "GCC" or "First Party") which expression shall, unless it be repugnant to the context or meaning thereof, include its successors, administrators, and assigns of the FIRST PART

AND

M/s. _____, a company incorporated under the Companies Act, 1956/2013 or registered under a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008, having its registered office at _____ (hereinafter referred to as "Concessionaire" or "Second Party") which expression shall unless repugnant to the context include the successors and permitted assigns, of the other Part.

The Greater Chennai Corporation and the Concessionaire are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS,

A. The Greater Chennai Corporation ("GCC")envisages to implement a project of "**Supplying, Installing Commissioning, Manning, Operating and Maintaining of Smart Parking Solutions for Anna Nagar in Chennai Metropolitan Area on PPP Model"** (hereinafter referred to as "**the Project** ") with private sector participation on Build, Operate & Transfer (BOT) basis;

B. In view of the above, GCC invited tenders from eligible Bidders for implementing the Project through a Request for Proposal (RFP) vide _____dated _____.

C. In response to the aforesaid RFP, GCC received bids from several bidders including the bid of M/s _____for implementing the Project;

D. GCC, after evaluating the aforesaid bids, accepted the bid submitted by M/s. _____ ("Concessionaire") and issued the Letter of Award (LOA) dated_____;

E. The Concessionaire has complied with all the terms and conditions of the LOA to implement the Project on Build, Operate & Transfer (BOT) basis in accordance with the terms of the RFP, and GCC has agreed to grant to the Concessionaire, the Concession (as hereinafter defined) on the terms, conditions and covenants hereinafter set forth in this Agreement.

F. The Concessionaire shall supply, install, commission, manning, operate and maintain at the Project Site as specified in this Agreement at its own cost.

G. After completion/premature termination by GCC / surrender of the contract, the Concessionaire shall hand over the Project Site(s) to GCC in operational condition.

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:

PART I: THE 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 32 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 Rs.1,00,000 and "crore" means Rs.10,0,00,000;

(o) 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;

(p) 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;

(q) references to "**maintenance**" includes all activities needed to ensure that the Project Facility continues to meet the specifications and criteria specified in this Agreement and Applicable Law for a functioning Project Facility;

(r) references to "**management**" includes all activities needed to ensure that the Project Facility generate revenue for the Concessionaire in accordance with the provisions of this Agreement and Applicable Law and would include management of licensing of spaces within the Project Facility;

(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;

(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) to undertake the Project on the Project Site as set forth in SCHEDULE-A in accordance with the Scope set forth in the SCEHDULE-C, Applicable Laws, Applicable Permits, Good Industry Practices, instructions of the Authority, etc.;

(b) Supplying, Installing Commissioning, Manning, Operating and Maintaining of Smart Parking Solutions as set forth in SCHEDULE-C of this agreement in accordance with the technical & hardware requirements specified in SCHEDULE- B, Operation and Maintenance of On-Street Parking Lots, including parking management by integration of the Project facilities/ assets to CUMTA's software (Parking Information and Management System) and handheld devices for billing, maintenance, collection of Parking Fee, User Charges, etc. in accordance with the provisions of this Agreement;

(c) Deleted;

(d) Supply and installation of the hardware components in accordance with Clauses 4.1.3 and 5.1 for the smooth operation and maintenance of the overall smart parking infrastructure

(e) The Authority shall provide the land for the Impounding site and the Local Command Centre. The Concessionaire shall, at its own cost, be responsible for setting up, operating, and maintaining the Local Command Centre and Impounding site.

(f) The Local Command Centre shall provide real-time information on parking operations and enforcement activities, including but not limited to the number of parked vehicles, towing operations, and clamping procedures.

(g) performance and fulfilment 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.

(h) undertaking any other obligation incidental and ancillary to implement the Project in terms of this Agreement including Schedules appended thereto.

The entire Scope of the Project shall be implemented by the Concessionaire at its own cost and expense in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits. The Project Facility shall be handed over by the Concessionaire to the Authority at the end of the Concession Period or upon the premature termination of this Agreement for any reason, in good condition as specified in ARTICLE 24.

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, the Authority hereby grants to the Concessionaire, the concession set forth herein including the exclusive right, license and authority to design, construct, operate and maintain the Project and to exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (the "Concession"), 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 and transfer the Project to the Authority on the Transfer Date

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

(a) Right of Way, access and license to the Project Sites for the purpose of and to the extent conferred by the provisions of this Agreement;

(b) Plan, design, finance, and develop the Project;

(c) to undertake the Project on the Project Sites as set forth in SCHEDULE-A in accordance with the Scope of the Project set forth in SCHEDULE-C, Applicable Laws, Applicable Permits, Good Industry Practices, instructions of the Authority, etc. to achieve Operation & Maintenance Obligations set forth in ARTICLE 13 and ensure compliance with the Maintenance Requirements under SCHEDULE- E, Safety Requirements under SCHEDULE-F;

(d) deleted

(e) to collect and appropriate (i) Parking Fee from use of Parking Facilities/ Assets as per the rates mentioned in SCHEDULE-G;

(f) to manage and operate all or any part of the Project Facilities/ Assets without any limitation or restriction other than those expressly set out in this Agreement and/or the mutually agreed terms provided by way of directions from the Authority;

(g) to perform and fulfil all the Concessionaire's obligations under and in accordance with this Agreement, including the Annual Concession Fee payable to the Authority;

(h) 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;

(i) appoint suitable staff, contractors, sub-contractors, agents, advisors and consultants to carry out its obligations under this Agreement in accordance with its terms;

(j) upon Termination of the Concession Period, transfer the Project Facilities/Assets to the Authority in accordance with the terms of this Agreement;

(k) neither assign, transfer or sub-let 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, sub-license or part possession thereof, save and except as expressly permitted by this Agreement;

(l) set all standards and frame and apply all internal policies, guidelines and procedures as may be appropriate for safety, security, development, management, operation or maintenance of the Project and the Project Sites, subject only to the terms of this Agreement and in accordance with Applicable Permits, Applicable Laws and Good Industry Practice;

(m) exercise such other rights as the Authority may determine as being necessary for the purposes incidental and necessary to implement, manage, operate and maintain the Project; and

(n) do all things incidental or related thereto or which the Concessionaire considers desirable and appropriate to be carried out in connection therewith during the Concession Period.

Granting the concession or permission to operate the Project Facility does not create any ownership or proprietary rights for the Concessionaire over the Project Site or its assets. The Concessionaire shall not sell, transfer, assign, mortgage, or otherwise encumber the Project Facility in any manner. The Concessionaire acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement.

3.2 Actions in Support of the Concessionaire

3.2.1 The Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms and conditions of this Agreement and the Schedules hereof.

3.2.2 The Authority undertakes not to terminate or repudiate this Agreement prior to the expiry of the Concession Period otherwise than in accordance with the provisions of this Agreement.

3.2.3 The Authority shall provide recommendations to the concerned Government Instrumentalities in support of the Concessionaire's applications for Applicable Permits/ clearances/ permissions/ approval that may be needed from time to time for the implementation of the Project; provided that the Concessionaire has made the requisite applications and is in compliance with the necessary conditions at its cost for the grant of such Applicable Permits, clearances etc.

3.3 Concession Period

Subject to early termination of this Agreement in terms herein, the period of Concession for this Agreement is 5 (Five) years commencing from the Issuance of Go Live Certificate (the "Concession Period"). At the end of the Concession Period or sooner termination thereof for any reasons whatsoever, all rights given under this Concession Agreement shall cease to have effect and the Project Site along with the Project Facilities/Assets shall revert back to the Authority without any Encumbrances and obligation to Authority to pay or adjust any consideration or other payment to the Concessionaire unless otherwise specified elsewhere in this Agreement.

Subject to the mutual consent from Both Parties, the period of Concession shall be extended upto a maximum of 1 (one) year beyond the 5 (Five) years (the "Concession Period") commencing from the , issuance of Go Live Certificate as specified in this Clause 3.3

ARTICLE 4 CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in ARTICLES 4, 5, 6, 7, 8, 9, 10, and 20 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 Conditions Precedent specified in this ARTICLE 4 (the "Conditions Precedent") save and except to the extent of waiver, if any, that a Party may grant in accordance with the provisions of this ARTICLE 4, as the case may be, and to the extent of such waiver, that the Conditions Precedent shall be deemed to be fulfilled within a period of 90(ninety) days from the effective date.

4.1.2 The Authority shall be required to satisfy all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 90 (ninety) days from the Effective Date, and the Conditions Precedent to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:

(a) provided to the Concessionaire Right of Way comprising the Project Site, free from any encumbrances for the purposes of the Project as detailed and demarcated in SCHEDULE-A, in accordance with the provisions of Clause 11.1;

(b) appointed an officer from the Authority's office as Administrative Officer for overall monitoring of the Project on behalf of the Authority;

(c) The land required for the Impounding site and the area for the Local Command Centre should be made provided to the Concessionaire;

(d) shall have reviewed the draft Parking Execution Plan, O&M Manual submitted by the Concessionaire and given its comments and observations, if any, within 7 (seven) days of its submission.

(e) shall have approved the updated/ modified Parking Execution Plan, O&M Manual submitted by the Concessionaire after incorporating the comments/ suggestions of the Authority, within 60 (Sixty) days from the effective date of this agreement from the perspective of its compliance with the scope of the Project developments as set out under Schedule-C together with provision of Minimum Performance Standards as specified in Schedule-E.

(f) The Concessioning Authority shall make available the Concessionaire with CUMTA's software (Parking Information and Management System), which the Concessionaire shall be obligated to integrate with the hardware components, and the Authority shall prescribe the standards and procedures to be adhered to.

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire within a period of 90 (ninety) days from the Effective Date shall be deemed to have been fulfilled when the Concessionaire shall have:

(a) Deleted

(b) Deleted

(c) Furnish to the Authority the Parking Execution Plan. The following steps outline the procedure for the submission and approval of the aforementioned document:

(i) The Concessionaire shall submit the initial draft of the Parking Execution Plan, O&M Manual to the Concessioning Authority within 30 (Thirty) days from the Effective Date.

(ii) The Concessioning Authority shall review the submitted Parking Execution Plan, O&M Manual and provide comments to the Concessionaire within 7 (seven) days of receipt.

Any addendums or revised submissions shall also be reviewed within the same timeframe.

(iii) The Concessionaire shall address the comments, observations or addenda and incorporate the revisions suggested by the Authority within 7 (seven) days of receipt, and obtain the Authority's approval on the Parking Execution Plan, O&M Manual for the Project.

(d) procure 50% (fifty percent) of the hardware components, approved as per the Parking Execution Plan and in accordance with SCHEDULE-B of this agreement.

(e) appointed a qualified and professionally experienced person (having prior experience of operating and managing similar projects) as its representative who shall be designated as the "General Manager";

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 or grant extension of time for fulfilment thereof, as the case may be or grant any waiver hereunder with such conditions as it may deem fit.

4.1.4 The Parties notify each other in writing at least once in two weeks 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 fulfilment of any or all of the requirements 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, 0.1% (zero point one per cent) of the Performance Security as Damages for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 10% (ten per cent) of Performance Security.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfilment 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 fulfil the obligations under the 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, 0.2% (zero point two per cent) of the Performance Security as Damages for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (ten per cent) of Performance Security and upon reaching such limit, the Authority may, in its sole discretion and subject to the provisions of Clause 10.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2 , no Damages shall be due or payable by the Concessionaire under this Clause 4.3 until the date on which the Authority shall have procured fulfilment of the requirements of the Implementation Plan and Conditions Precedent specified in Clause 4.1.2 .

4.4 Deleted

4.5 Termination Upon Delay

Without prejudice to the provisions of Clauses 4.2, 4.3 and subject to the provisions of Clause 10.2 (Appropriation of Performance Security), the Parties expressly agree in the event the Appointed Date does not occur, for any reason whatsoever, within a period of 90 (Ninety) days from the Effective Date of this Agreement or the extended period provided in accordance with this Agreement, 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. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the Concessionaire shall be encased and appropriated by the Authority as Damages thereof.

ARTICLE 5 IMPLEMENTATION PERIOD

5.1 Implementation Period

5.1.1 The Concessionaire shall be required to fulfill all of its obligations during the Implementation Period hereunder within a period of 60 (Sixty) Days (the "Implementation Period") from the Appointed Date :

(a) Supplied, Installed and Commissioned the Project facilities/assets (as specified in SCHEDULE-B) in accordance with the approved Parking Execution Plan and Project deliverables, Scope of the Project and other provisions set forth in SCHEDULE-C.

(b) Deployment of the Team for the implementation period and provide training for Man power if required.

(c) Install cameras, NVRs, poles, signage boards and road markings; connect hardware to power and data lines as per the approved Parking Execution Plan; integrate with CUMTA's software (PIMS)

Activate all on-site systems and confirm real-time data flow to the Local Command Centre. Begin live monitoring, confirm system stability, and ensure smooth operations. Provided, that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive or grant extension of time for fulfilment of the Concessionaire's obligations during the Implementation Period set forth in this Clause 5.1.1;

Upon fulfilment of Clause 5.1.1 by the concessionaire, the Project site shall be considered to be fully commissioned and Authority shall issue Go- Live certificate upon site inspection. The Concession Period of 5 years shall commence from the date of issuance of Go- Live Certificate by the Authority.

5.2 Partial Commissioning of the Project shall be permitted only upon:

(a) establishment and complete operationalization of the Local Command Centre ("LCC"),

(b) completion of at least thirty percent (30%) of the total Project length, which shall meet the Implementation Standards as specified in Schedule E of this Agreement; and

(c) issuance of a No Objection Certificate (NOC) by the Authority, upon request from the Concessionaire, for the specific area(s) of the Project Site that satisfy the standards.

The date on which the above conditions are satisfied shall be considered the Partial Commissioning. From such date, the Concessionaire shall be obligated to transfer the Annual Concession Fee, which shall be adjusted in the subsequent quarter following the Commercial Operations Date, in accordance with the provisions specified in Schedule L of this Agreement.

5.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfilment of any or all of its obligations during the Implementation Period set forth in Clause 5.1.1 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure of the Authority 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, 0.2% (zero point two per cent) of the Performance Security as Damages for each day's delay until the fulfilment of such requirements of the Implementation Period, subject to a maximum of 10% (ten per cent) of Performance Security and upon reaching such limit, the Authority may, in its sole discretion and subject to the provisions of Clause 10.2, terminate the Agreement.

ARTICLE 6 OBLIGATIONS OF THE CONCESSIONAIRE

6.1 Obligations of the Concessionaire

6.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, undertake the Project in accordance with the Scope of the Project as mentioned in ARTICLE 2 and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 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. The Concessionaire shall bear the entire cost/ expenditure to be incurred towards the Implementation and O&M of the Project Facilities during the entire Concession Period.

6.1.3 Subject to the provisions of Clauses 6.1.1 and 6.1.2, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

6.1.4 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 and the Schedules appended hereto:

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining/ renewing) Applicable Permits, necessary approvals, clearances and sanctions, and keep in force and effect such Applicable Permits, necessary approvals, clearances and sanctions in conformity with Applicable Laws;

(b) procure, as required, the appropriate rights, licences, agreements and permissions for materials, methods, processes, suitable hardware components to integrate CUMTA's software (Parking Information and Management System) for effective parking management & solutions, systems, equipment for effective billing of Parking Fee used.

(c) operation, maintenance and management of the Project site, Project Facilities/Assets, the Local Command Centre and the impounding site during the Concession Period at all times in conformity with this Concession Agreement;

(d) arrange requisite funds/ capital for carrying out its obligations under this Agreement

(e) not to damage any other infrastructure or any other utility developed by the Authority or any other utilities developed and maintained by any other authority or person and in case of any such damage to undertake the repair and also, to pay for any losses that is incurred by the Authority or any authority or any other person, as the case may be;

(f) procure at its own costs, expenses and risk all the services necessary for the operations of the Project Facility/Assets including without limitation electricity, other services, materials, communication lines, and pay applicable charges for such services, including paying penalties for default in payment, in relation to the use thereof. The Concessionaire shall indemnify/ keep indemnified the Authority in this respect and ensure avoidance of any disruption thereof due to disconnection or withdrawal of any of the aforesaid facility/ies;

(g) deleted

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

(i) ensure and procure that its Contractors, agents, vendors, staff comply with Applicable Laws and related Applicable Permits in the performance by them of any of the Concessionaire's obligations under this Agreement;

(j) 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;

(k) be solely and exclusively responsible for the recruitment, payment of the salaries, wages, allowances and other payments to its staff and cost incidental thereto and all taxes, charges, levies, duties payable under the Applicable Laws arising from the respective terms and conditions of their employment of its personnel deployed at the Project Site under or through whatever legal relationship. The Concessionaire shall ensure that all labour laws, rules and regulations are followed and that the Concessionaire shall be the principal employer of the staff, personnel, labour employed by it or by its contractor(s)/sub-contractor(s) on the Project Facility without any liability to the Authority;

(l) carry out its obligations and duties with regard to supply installation, commissioning, Operation & Maintenance 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 functioning of the Project;

(m) ensure that all equipment facilities and assets related to the Project are operated and maintained in compliance with the Safety Requirements and Good Industry Practice. Additionally, the Concessionaire shall follow the guidelines & instructions provided by the manufacturers for good performance of such machinery and equipment; ensure that the Users are treated with due courtesy and consideration and provided with ready access to services and information;

(n) 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;

(o) to take all responsible precautions for the prevention of accidents on or about the site.

(p) person, claiming through or under the Concessionaire, to create or place any encumbrance or security interest over the whole or any part of the project site area or its assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as expressly permitted in this Agreement;

(q) to keep the Project site(s) area free from all unnecessary obstruction during the execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes the least inconvenience to the Commuters or in GCC's activities;

(r) at all times, to afford access to the project site area to the authorized representatives of GCC, and other persons duly authorized by the Authority having jurisdiction over the business at the project site area, to inspect the project site area and to investigate any matter within their Authority and upon reasonable notice;

(s) pay all taxes, duties and outgoings, including utility charges relating to the Project.

(t) leave 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;

(u) deleted;

(v) 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, background verification check and previous experience provided by the personnel is subject to verification by the Authority at

any time. The staff/ personnel of the Concessionaire should be attired in uniforms, bearing name tags or other identification cards. Comply with all rules and regulations under the Parking Policy and Strategy Action Plan for Chennai Metropolitan Area 2025, Tamil Nadu Urban Local Bodies Act 2023, Motor Vehicle Act 1988, Tamil Nadu Motor Vehicle Rules 1989 & amendments thereto the acts and rules and any other instruction given by the Authority.

6.1.5 Deleted

6.1.6 The Concessionaire shall not use the Project Sites for any activity other than for the purpose for which the Concession is granted in pursuance to this Agreement.

6.2 Obligations relating to Project Agreements

6.2.1 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. It shall be the responsibility of the Concessionaire to ensure the Project Agreements are in compliance with the provisions of this Agreement and in the event of any provision in the Project Agreements being in deviation of the terms of the Concession Agreement, the Concessionaire shall be bound to get such provision corrected/ modified at its cost.

6.2.2 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.

6.2.3 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination (the "Covenant"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. 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, whereunder 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.

6.2.4 Notwithstanding anything to the contrary in this Agreement, the Concessionaire acknowledges that any selection or replacement of an Associate or Consortium Member shall be subject to the prior approval of the Authority and compliance with the prescribed eligibility criteria. The

Concessionaire shall intimate the Authority in writing about any proposed change, and the new Consortium Member shall meet the eligibility requirements within 30 (thirty) days of such intimation. Failure to obtain approval or to meet the eligibility criteria may be treated as an Event of Default, leading to termination after due notice.

6.3 Deleted

6.4 Obligations relating to taxes and other charges

The Concessionaire shall pay, at all times during the subsistence of this Agreement, all Taxes, levies, duties, cesses and all other statutory charges in respect of the Project. The Concessionaire shall also make timely payments for all utility services in respect of the Project Site, including water, sewerage, solid waste, electricity, telecommunications, internet, cable charges, etc.

6.5 Obligations relating to confidentiality

6.5.1 The Concessionaire and its Personnel, either during the term or within two years after the expiration or termination of this Agreement, shall not disclose any of the following proprietary information,

(a) any information relating to reports, data, drawings, design, software, codes, specifications or other material, whether written or oral, in electronic or magnetic format and the contents thereof;

(b) any reports, digests or summaries created or derived from any of the foregoing confidential documents that is provided by the Authority to the Concessionaire and its Personnel;

(c) any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority;

(d) and any other information which the Concessionaire is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (**"Confidential Information"**), without the prior written consent of the Authority.

6.5.2 In further to the Clause 6.5.1, the Concessionaire is subject to sign the Non-Disclosure Agreement as set forth in SCHEDULE-J on or before the effective date of this agreement.

6.6 Deleted

6.7 Concessionaire's Personnel

6.7.1 The Concessionaire shall deploy adequate manpower for the following core functions, including but not limited to:

(a) Parking Fee Collection: Collecting fees and issuing receipts.

(b) Customer Assistance: Providing necessary information and directions for vehicle movement within the parking area.

(c) Vehicle Management: Ensuring proper and orderly parking of different vehicle classes in designated zones.

(d) Enforcement & Penalty Management: Monitoring compliance with parking regulations, reporting violations, clamping & towing processes and managing impound area etc.,

(e) Deployment of Manpower / experts for Parking information, education and communication (IEC).

(f) Deployment of Local Command Centre (LCC) Staff

6.7.2 The Concessionaire agrees to employ and provide such experienced Personnel as may be required to carry out the Services subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:

(a) shall provide the names, designation, address, contact details, educational certificates, experience certificates etc of all its personnel before deployment at project sites for day-to-day operation and management of the parking space.

(b) All employees of the concessionaire should have a Police clearance certificate.

(c) shall provide Uniforms as designed by the Authority and ID cards to all its personnel before deployment at the project site for day-to-day operation and management of the parking space.

(d) shall ensure that all personnel deployed at the project site for the day-to-day operation and management of the parking facilities possess working knowledge of Tamil

(e) shall maintain the daily attendance record of all its personnel deployed at the project site for day-to-day operation and management of the parking space.

(f) shall ensure that any manpower deployed at the project sites should not have any criminal case registered against their name. A certificate in this regard shall be submitted by the selected Concessionaire before deployment of any manpower on ground.

(g) 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.

(h) The Concessionaire shall ensure the deployment of personnel as per the following age criteria:

(i) Parking marshals not above 40 years

(ii) Supervisors not above 55 years

(iii) Area Managers not above 60 years

all the manpower mentioned above shall be physically fit. If anyone is found to be not fit upon inspection by the Authority, the personal must be replaced within 48 hours.

(i) Additionally, the Concessionaire should not deploy following persons on work:

(i) Any minor person

(ii) any person having criminal background

(j) If additional work is required beyond the scope of the Services specified in the Terms of Reference, the engagement of Personnel, may be increased by agreement in writing between the Authority and the Concessionaire, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement shall be as per the existing terms and conditions.

6.7.3 Concessionaire may, as required, propose adjustments to manpower deployment by providing a written notice to the Authority at least fifteen (15) days in advance, detailing the rationale for the proposed adjustments and the specific changes in manpower. The Authority shall review the notice and, at its discretion, approve or reject the proposed adjustments in accordance with

the provisions of this Clause 6.7.3 hereunder:

(a) The Concessionaire shall ensure reassignment of affected employees, if applicable, to maintain uninterrupted operations during the transition period.

(b) The Concessionaire may propose additional staff or roles to optimize operations at their own cost.

(c) deleted

(d) deleted

6.7.4 Approval of personnel:

After submission of the list of manpower to be deployed at the project sites by the Concessionaire to the Authority with required details as mentioned in Clause 6.7.2, the Authority may approve or reject such proposal within 07 (seven) days of receipt, along with a note for rejection. In case the proposal is rejected, the Concessionaire may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 07 (seven) days of the date of receipt thereof under this Clause 6.7.3, it shall be deemed to have been approved by the Authority.

6.7.5 Substitution of Personnel:

The Authority shall have the right to remove any person who is considered to be undesirable or otherwise and similarly the successful Concessionaire reserves the right to remove the personnel with prior permission of the Authority.

6.7.6 Working hours:

(a) The parking lot shall be operational 14 hours daily (which includes peak hours & non-peak hours) spanning from 0900 hours to 2300 hours throughout the year, except when specifically instructed by the Authority.

(b) Manpower shall be deployed in a minimum of two shifts, with each shift lasting no longer than 8 hours. The shift timings and the overlap period between shifts will be decided based on mutual agreement of both parties.

(c) No person shall be allowed to work in two consecutive shifts in a day.

(d) However, Security personnel shall be deployed for 24x7 at the Impounding site in a minimum of three shifts.

(e) Sufficient staff must be assigned to cover peak hours, night shifts, and emergency situations, ensuring uninterrupted service throughout the concession period.

ARTICLE 7 OBLIGATIONS OF THE AUTHORITY

7.1 Obligations of the Concessioning Authority

7.1.1 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.

7.1.2 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 recommendation in the name of the Concessionaire for procuring Applicable Permits (if any) required from any Government Instrumentality for O&M of the Project, subject to the Concessionaire submitting its applications complete in all respect in a timely manner;

(b) grant Applicable Permits within its power and authority for the commencement of operations at all the Project Sites by the Concessionaire;

(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) The Concessioning Authority shall grant the Concessionaire uninterrupted access to the designated premises for the development, operation, and maintenance of the Smart Parking Management System for the duration of the concession period.

(e) The Concessioning Authority shall provide the Concessionaire with land for the Impounding site and the Local Command Centre.

(f) The Concessioning Authority shall make available the Concessionaire with CUMTA's software (Parking Information and Management System), which the Concessionaire shall be obligated to integrate with the hardware components, and the Authority shall prescribe the standards and procedures to be adhered to.

(g) The Concessioning Authority shall assist the Concessionaire in securing connections for utilities such as electricity, and internet required for the operation of the parking system. However, the costs for such utilities shall be borne by the Concessionaire.

(h) The Concessioning Authority shall cooperate with the Concessionaire in raising public awareness regarding the smart parking system, including educating users on the system's operations, fees, and non-cash payment methods.

(i) The Concessioning Authority shall coordinate with relevant stakeholders, including CUMTA and traffic authorities, to ensure smooth implementation and operation of the parking system.

(j) assist the Concessionaire in procuring police assistance for the regulation of the movement of Users/ public/ traffic on or at the Project whenever requested by the Concessionaire in writing;

(k) 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;

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

(m) The Concessioning Authority shall provide the Concessionaire with all relevant data, reports, and records necessary for the planning, implementation, and operation of the parking

system.

(n) The Concessioning Authority shall monitor the Concessionaire's performance in line with the Performance standards for Maintenance mentioned under SCHEDULE-E to ensure compliance with the Agreement and provide feedback or assistance as required for the successful execution of the project

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall: provide the Concessionaire and its Personnel with work permits and such other documents as may be necessary to enable the Concessionaire or its Personnel to perform the Services; facilitate prompt clearance of any property required for the Services; and issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

7.2 Deleted

7.3 Authority's Administrative Officer

The Authority shall nominate an experienced officer from the Authority's office to oversee and monitor the Project, and to ensure compliance by the Concessionaire with the provisions of this Agreement, Applicable Laws and Applicable Permits in the implementation of the Project.

ARTICLE 8 REPRESENTATIONS, WARRANTIES AND UNDERTAKING

8.1 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 the 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 full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

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

(d) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

(e) the Concessionaire and {its} Associates have the financial standing, capacity and resources for undertaking the Project in accordance with this Agreement;

(f) it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

(g) 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 obligations against it in accordance with the terms hereof;

(h) 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;

(i) 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;

(j) 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 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;

(k) 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;

(l) 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;

(m) 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;

(n) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 6.2.4

(o) the Concessionaire 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;

(p) all its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date/ Termination free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority in good working condition subject to normal wear and tear;

(q) 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;

(r) 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;

(s) all information provided by the Concessionaire 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;

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

8.2 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 Project Sites 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 payable to the Authority 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 from the Appointed Date; and

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

8.3 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 9 DISCLAIMER

9.1 Disclaimer

9.1.1 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, Project Sites, existing parking facility, 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.

9.1.2 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 9.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire/ Selected Bidder and/or its Associates or any person claiming through or under any of them.

9.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 9.1.1 above shall not vitiate this Agreement or render it voidable.

9.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 9.1.1 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 9.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 9.1.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

9.1.5 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.

9.1.6 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 10 PERFORMANCE SECURITY

10.1 Performance Security

10.1.1 Prior to the signing of this Agreement, the Concessionaire has provided to the Authority, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs 1,00,00,000/- (Rupees One Crore only) in the form set forth in SCHEDULE-I for the due and faithful performance of its obligations under this Agreement (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.

10.1.2 The Concessionaire shall keep and maintain the Performance Security Bank Guarantee valid and in full force and effect at all times during the term of this Agreement (through periodic renewals, if any required), at least one month prior to the expiry of the subsisting Performance Security Bank Guarantee. In the event the Concessionaire fails to provide the renewed/ extended Performance Security at least one month prior to the expiry of the subsisting bank guarantee, so as to maintain the Performance Security (of the applicable amount) valid throughout the term of the Agreement, the Authority shall have the right to forfeit and appropriate the subsisting Performance Security Bank Guarantee. Failure of the Concessionaire to maintain the Performance Security in full force and effect throughout the term, in accordance with the provisions hereof, shall constitute an event of default by the Concessionaire in terms hereof.

10.2 Appropriation of Performance Security

10.2.1 Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent or obligations set forth in Implementation Period, including failure to make payment of Damages in terms of Clause 4.3& 5.3, 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 ARTICLE 23.

10.2.2 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 60 (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 ARTICLE 23.

10.3 Release of Performance Security

The Performance Security shall remain in force and effect throughout the period of Concession Agreement and shall be released within 90 (ninety) days 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 release of the Performance Security along with the particulars which establish satisfaction of the Authority, the Authority shall release the Performance Security forthwith.

ARTICLE 11 RIGHT OF ACCESS

11.1 Project Site

The project site and associated facilities shall be as per the details specified in SCHEDULE- A 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 **"Project Site"**).

11.2 Licence and Right of Access

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

11.2.2 In consideration of the Annual 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, commencing from the Effective Date , rights in respect of the Project site described in SCHEDULE-A hereto on an "as is where is" basis, free of any Encumbrances, to supply, install, commission, man, operate and maintain the said Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Premises, 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.

11.2.3 It is expressly agreed that the rights granted in respect to the Project site hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the concession, upon the Termination of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that any facilities or improvements commissioned on the project site by the Concessionaire in respect of the Project site shall automatically revert to the Authority without any further act of the Parties, upon Termination of this Agreement.

11.3 Project Sites to be free from Encumbrances

The Project Sites 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.

11.4 Protection of Project Sites from Encumbrances

During the Concession Period, the Concessionaire shall protect the project 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 project sites 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.

11.5 Special/Temporary Right of Access

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

11.6 Access to the Authority and Administrative Officer

The Concessionaire shall allow free access to the Site at all times for the Authorized Representatives of the Authority, Administrative Officer appointed by the Authority, and for the persons duly authorized by any Government Instrumentality to inspect the Project or 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.

ARTICLE 12 COMMERCIAL OPERATION DATE

12.1 Go-Live/ Commissioning Certificate

Upon completion of the requirements of the Conditions Precedent and implementation period set forth in ARTICLE 4 & ARTICLE 5 on or before 150 (one hundred and fifty) Days the Authority shall upon inspection, issue to the Concessionaire a certificate in the form set forth in SCHEDULE-D (the "Go-Live/ Commissioning Certificate").

12.2 Provisional Certificate

12.2.1 Subject to the provisions of Clause 12.2.2, the Administrative Officer may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in SCHEDULE-M (the "Provisional Certificate") if the inspection is successful and the Project can be reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Administrative Officer and the Concessionaire (the "Punch List"); provided that the Administrative Officer shall not withhold the Provisional Certificate for reason of any work remaining incomplete if the delay in completion thereof is attributable to the Authority; provided further that the Punch List shall also include the cost of completion for each of the outstanding items.

12.2.2 The Parties hereto expressly agree that a Provisional Certificate under this Clause 12.2 may, upon request of the Concessionaire to this effect, be issued for operating part of the Project, if the Concessionaire has completed the installation of the Project Facilities/Assets and made the project operational as per the scope of work. Upon issue of such Provisional Certificate, the provisions of this ARTICLE 12 shall apply to such completed part, and the rights and obligations of the Concessionaire for and in respect of such completed part of the Project shall be construed accordingly.

12.3 Completion of Punch List items

12.3.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Administrative Officer of the Authority in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 12.3.1.

12.3.2 Upon completion of all Punch List items, the Administrative Officer/Authority shall issue the Go-Live/ Commissioning Certificate. Failure of the Concessionaire to complete all the Punch List items within the time set forth in Clause 12.3.1 for any reason, other than conditions

constituting Force Majeure or for reasons solely attributable to the Authority, shall entitle the Authority to terminate this Agreement.

12.4 Withholding of Go-Live/ Completion Certificate

If the Authority determines that the Project or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation; it shall forthwith notify the Concessionaire of the defects and deficiencies in the Project, and withhold the issuance of the Go-Live/ Commissioning Certificate. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and notify the Authority. The Authority will then determine if the Project or any part thereof does not conform to the provisions of this Agreement. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

12.5 Commercial Operation Date

The Commercial Operations Date (COD) shall the date on which the Authority issues the Go-Live Certificate/ Completion Certificate to the Concessionaire.

12.6 Damages for Delay

Subject to the provisions of Clause 12.5 above, if COD does not occur prior to the 151st (hundred and fifty first) day after the effective date, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, The Concessionaire shall pay damages to the authority in accordance to Clause 5.3(Damages for delay by the Concessionaire) of this agreement.

ARTICLE 13 OPERATION AND MAINTENANCE

13.1 O&M Obligations of the Concessionaire

13.1.1 During the Concession Period, the Concessionaire shall at its risk, cost and expense operate and maintain the Project Site/ Project Facilities/Assets in accordance with this Agreement and if required, modify, repair or make improvements in the Project Facility to comply with the provisions of this Agreement including Schedules hereto, Applicable Laws and Applicable Permits and Good Industry Practice.

13.1.2 The obligations of the Concessionaire hereunder shall include but not limited to the following:

(a) permitting and ensuring safe, smooth and uninterrupted use of the Project Facilities/Assets, including prevention of loss or damage thereto, during normal operating conditions;
(b) carrying out periodic preventive and routine maintenance works and repairs of all Project Facilities/Assets, utilities, etc. at the Project Site in accordance with the provisions of this Agreement, particularly SCHEDULE-C (Scope of the Project), SCHEDULE-E (Maintenance Requirements) and SCHEDULE-F (Safety Requirements);
(c) ensure to abide by the provisions of the labour welfare legislations like the Payment of Wages Act, 1936; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; The Equal Remuneration Act, 1976; The Payment of Gratuity Act, 1972; The Employees State Insurance Act, 1948; The Workmen's Compensation Act, 1923 and other similar legislations, rules and orders as issued and amended from time to time during the Concession Period;
(d) preventing, with the assistance of concerned law enforcement agencies, any encroachments on the Project Site, or unauthorized entry to or use of the Project Facilities/ Assets;
(e) 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 Facilities/Assets;
(f) deploying professionally trained staff in accordance to the approved Parking Execution Plan set forth in Clause 4.1.3 to manage complete operations of the Project Facilities/Assets and its upkeep, security, etc. in terms of this Agreement and Good Industry Practice;
(g) ensuring safe and secure atmosphere at the Project Site in accordance with provisions herein, Applicable Laws and Good Industry Practice;
(h) exercising appropriate control over its Contractors, vendors, agents, staff, etc., and managing, directing, administering, and supervising their work to ensure compliance with the provisions of this Agreement. The Concessionaire may outsource any of the activities with intimation to the Authority; however, the primary responsibility shall remain with the Concessionaire;
(i) undertaking routine maintenance for keeping the Project Facilities/ Assets in good health, including prompt repairs of markings, sign boards, other traffic control devices, automated & mechanized parking equipment, repairs/ replacement of all hardware, networking etc;
(j) ensure sufficient contingencies for all the hardware components installed at the Project Site and any default/ fault is attended/rectified/ carried out immediately for the smooth functioning of the systems;
(k) maintain clean and hygiene at the Project Facility and ensure provisioning of a continued supply of electricity, communication lines and other utilities as per applicable regulations, and pay applicable utility expenses, charges/ rates, including penalties for default in

payment, in relation to the use thereof, at the Project Facilities. The Concessionaire shall indemnify/ keep indemnified the Authority in this respect;

(l) acquiring operational/renewal of licenses/annual maintenance/ service contracts for all equipment and devices installed, during the Concession Period;

(m) supplying, installing, commissioning, manning and operating suitable hardware components as per requirements set forth in SCHEDULE-B and integrating the components to CUMTA's software (Parking Information and Management System) for easy and effective day to day operations and management of the billing and inventory of the Project Facility;

(n) minimizing disruption in the event of accidents or other incidents affecting the safety and use of the Project Facilities/ Assets by providing a rapid and effective response and maintaining liaison with emergency services of the city;

(o) The Concessionaire during the Concession period shall ensure uninterrupted data transfer of all data received from the O&M of the Project facilities/ Assets to the Local Command Centre and Central Command Centre established by CUMTA.

(p) handover the Project Facilities/ Assets to the Authority or its nominee in good condition as specified in ARTICLE 24 at the end of Concession Period or early termination.

13.1.3 The Concessionaire recognizes and acknowledges the fact that the Project is intended for public use and the Concessionaire shall have no right to prevent, impede or obstruct any bonafide Users from using the Project Site, save for regulating such usage under the terms of this Agreement. Under exceptional circumstances, if the Concessionaire apprehends any detriment to the Project Facilities/Assets, it shall seek instructions from the Authority, whose decision in this regard shall be final.

13.1.4 If the Concessionaire fails to comply with any directions issued by the Authority or any Government Instrumentality acting under any Applicable Laws, as the case may be, on account of its any act of omission or commission in relation of the maintenance obligations herein, and consequently becomes liable to pay any fine, penalty or interest under the provisions of Applicable Laws, then the same shall be borne solely by the Concessionaire without any liability of the Authority. For avoidance of doubt, payment of any penalty/ fine/ interest under the provisions of the Applicable Laws shall be in addition to and independent of the Damages payable under this Agreement. In the event the Authority is required to pay any penalty/ fine/ interest to the Government Instrumentality on account of any act of omission or commission of the Concessionaire in relation to the Project being implemented, then the Authority shall be entitled to be indemnified by the Concessionaire under ARTICLE 27.

13.1.5 Notwithstanding anything contained herein, the Concessionaire shall be solely responsible for all the claims or proceedings filed with respect to the O&M of the Project whether with regard to any negligence or deficiency in service committed by the Concessionaire at the Project Site, or otherwise for any reasons whatsoever whether intentionally or unintentionally, and the Authority shall not be responsible or liable for the same whether vicariously or otherwise and the Concessionaire shall always keep the Authority indemnified in this regard.

13.2 Maintenance Requirements

13.2.1 The Concessionaire shall agree and acknowledge that at all times during the Concession Period, the Project is maintained in accordance with the Performance Standards for Maintenance, as set forth in SCHEDULE-E.

13.2.2 The Performance standards for Maintenance provided in this document shall apply alongside the following key categories of the Performance standards for Maintenance:

(a) Implementation and Operationalisation

(b) Hardware Components and Equipment's

(c) Operations and Maintenance

(d) Parking Management and security

13.2.3 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Performance standards for Maintenance within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover penalty, to be calculated and paid until the breach is cured at the rate specified in SCHEDULE-E. Recovery of such penalty shall be without prejudice to the rights of the Authority under this Agreement for persistent default/ breach of this Agreement by the Concessionaire, including the right of Termination thereof.

13.3 deleted

13.4 Authority's right to take remedial measures

13.4.1 In the event the Concessionaire does not maintain and/or repair the Parking Facility or any part thereof in conformity with the Maintenance Requirements, Safety Requirements or fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report (in line with Clause 15.1) or a notice from the Authority in this regard, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages.

13.4.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified under this Article and the Authority shall be entitled to encash the Performance Security and recover the outstanding dues/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 from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Agreement.

13.5 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 the public 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 Facilities/ Assets except when unsafe conditions occurred because of the 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 Site.

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 Site open to the public, provided they can be operated safely.

13.6 Overriding powers of the Authority

13.6.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the Operation & Maintenance Obligations, Performance Standards for Maintenance , and such breach is causing or likely to cause material hardship or danger to the public, 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.

13.6.2 In the event that the Concessionaire, upon notice under Clause 13.6.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 13.6.2 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 Performance Security of Concessionaire

13.6.3 In the event of a national emergency, civil commotion or any other act specified under ARTICLE 22, 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 13.6.3 and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

ARTICLE 14 SAFETY REQUIREMENTS

14.1 Safety Requirements

14.1.1 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 and public at large. In particular, the Concessionaire shall develop, administer a surveillance and safety program for providing a safe environment on or about the Project Site, and shall comply with the safety requirements and guidelines set forth in SCHEDULE-F (the "Safety Requirements") of this Concession Agreement.

14.1.2 The Administrative Officer shall carry out the safety audit of the Project Site and Project Facilities/ Assets, in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.

14.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire.

ARTICLE 15 MONITORING OF OPERATION AND MAINTENANCE

15.1 Inspection

The Administrative Officer of the Authority shall inspect the Project regularly but at least once in 3 (three) months, and the concessionaire is required to offer any necessary support as required by the Administrative Officer. Administrative Officer of the Authority 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 Requirements, Safety Requirements, and send a copy thereof to the Concessionaire within 7 (seven) days of such inspection.

15.2 Remedial measures

15.2.1 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 15.2.2 in accordance with Clause 13.4.2 dealing with damages for breach of Maintenance Requirements.

15.2.2 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 Maintenance Requirements and Safety 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 encash the Performance Security and recover Damages from the Concessionaire for breach of maintenance obligations in accordance with SCHEDULE-E.

15.3 Reports of unusual occurrence:

The Concessionaire shall 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, within 24 hours of occurrence of such an event(s). For the purposes of this Clause 15.3, 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 Site, 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 Site; and

such other relevant information as may be required by the Authority.

ARTICLE 16 CHANGE OF SCOPE

16.1 Change of Scope

16.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Scope of the Project as contemplated by this Agreement (the "Change of Scope") over and above the originally agreed scope or reduction of the works/ services due to a change in:

(a) Exclusion: In the event of any infrastructure development undertaken by the government of Tamil Nadu /Urban Local Body within the Project Site, resulting in the temporary/permanent reduction of Parking ECS of the Total Parking ECS of the Project as specified in SCHEDULE-A
(b) Reallocation: If the Authority decides to reallocate any Parking ECS from any street/streets of the Project Site and the project scope set forth in SCHEDULE-A.
(c) Addition:
    (i) In the case of addition of any Parking ECS/ Streets as part of the Project scope set forth in SCHEDULE-A.
    (ii) In the case of additional off-street parking added based on the demand at the cost of the Authority. The O&M may be added under the scope of the Concessionaire and the revenue receipts will be accounted along with the on-street parking revenue receipts.

Any such modification shall be considered a revision of the Scope of the Project as contemplated by this Agreement (the "Change of Scope"). Any Change of Scope shall be treated in accordance with the provisions of this ARTICLE 16, and the Annual Concession Fee payable to the Authority shall be adjusted/recalculated by using the formula given in SCHEDULE-L.

16.1.2 If the Concessionaire determines that a Change of Scope is necessary to ensure safer and more efficient operations, or to meet regulatory requirements, it shall notify the Authority in writing. The Authority shall, within 15 (fifteen) days of receipt of such notice:

(a) Accept the Change of Scope with or without modifications and initiate proceedings under this ARTICLE 16; or
(b) Inform the Concessionaire in writing of its reasons for rejecting the proposed Change of Scope. The Authority's decision shall be final and binding on the Concessionaire.

16.1.3 Any additional works or services which are approved by the Authority to be provided under this ARTICLE 16 shall form part of the Scope of the Project, and all provisions of this Agreement shall apply mutatis mutandis to such works or services.

16.2 Procedure for Change of Scope

16.2.1 In the event of the Authority determines that a Change of Scope is necessary or if there is an addition/ reduction in works/ services as per Clause 16.1.1 it shall issue a notice to the Concessionaire detailing the required modifications **("Change of Scope Notice"**).

16.2.2 Upon receipt of the Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the authority such information as is necessary, together with preliminary documentation support of the impact of the Change of Scope on the project revenues, operational expenditure & capital expenditure of the project.

16.2.3 Upon review, if the Authority decides to proceed with the Change of Scope, it shall communicate it to the Concessionaire and specify the revised time and cost implications. The

Authority shall then issue a formal order (the **"Change of Scope Order"**) requiring the Concessionaire to execute the revised scope.

16.3 Deleted

16.4 Deleted

16.5 Power of the Authority to undertake Works or assign the Services.

If the Parties fail to reach an agreement on the proposed Change of Scope Order, the Authority may, after due notice to the Concessionaire:

(a) Award the works to a third-party agency.
(b) Assign the Services to a third-party agency.
(c) If the work is awarded to another entity, the Concessionaire shall provide necessary assistance and cooperation but shall not be responsible for defects or maintenance of the works undertaken by the third parties and neither the Concessionaire liable to operate such additional spaces. Provided however, if the Authority directs the Concessionaire to operate such additional parking spaces, then the Annual Concession Fee payable to the Authority shall be adjusted/recalculated by using the formula given in SCHEDULE-L.

PART IV: FINANCIAL COVENANT

ARTICLE 17 ANNUAL CONCESSION FEE

17.1 Concession Fee

17.1.1 In consideration of the grant of Concession and license granted, the Concessionaire shall pay to the Authority, by way of yearly fee, an amount of Rs. [▪] per annum till the end of the Concession Period (the "Annual Concession Fee"). For the avoidance of doubt, the expression Annual Concession Fee shall include any adjustment made in the Annual Concession Fee in terms of Clause 18.1.6 and any escalation of Annual Concession Fee in terms of Clause 17.1.3

17.1.2 The Annual Concession Fee payable to the Authority under the provisions of this ARTICLE 17, shall be due and payable on a quarterly basis, in accordance with this clause hereunder:

(a) The Annual Concession Fee for the 1st quarter (i.e., the quarter in which the COD has occurred) shall be calculated on a pro-rata basis, and it shall be payable no later than 10 (Ten) days from the commencement of the subsequent quarter.

(b) The last Annual Concession Fee (for the last quarter of the 5th Year of Concession) shall be payable no later than 10 days before the date of the expiry of this Concession Agreement or termination of this agreement.

(c) The payments towards the Annual Concession Fee shall be remitted to the Authority within the time period stipulated as given below:

Quarter	Due date for remittance of ACF payment
Apr-Jun	10th July
Jul-Sep	10th Oct
Oct-Dec	10th Jan
Jan-Mar	10th Apr

If the 10th is a banking holiday in the geographical region, the amount has to be remitted on the next working day.

(d) All amounts due and payable by the Concessionaire under the provisions of this Agreement shall be paid on or before the time period stipulated in clause 17.1.2.(c)

For the avoidance of doubt, this clause will survive the termination of the agreement, to the extent such survival is necessary for giving effect to such rights and obligations.

17.1.3 The Annual Concession Fee including any adjustment made to the Annual Concession Fee in terms of Clauses 18.1.6, shall be subjected to an escalation 5 (five) percent per annum throughout the Concession Period.

17.1.4 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.

17.2 Mechanism of Payment

17.2.1 The Concessionaire shall pay the Concession Fee into the Designated Account of the Authority no later than 10 (Ten) days from the commencement of the subsequent quarter throughout the Concession Period. If the Authority does not receive the payments of the amounts

receivable by it by the due date as specified in Clause 17.1.2, the amount owed shall bear interest for the period of delay, calculated at the rate specified in Clause 31.3 ('Delayed Payments').

17.2.2 In the event of failure of the Concessionaire to pay the Authority's share of revenue within 15 (fifteen) days of the same becoming due, the outstanding Annual Concession Fee payable shall be recovered from the Concessionaire along with penal charges duly appropriated from the Performance Security.

17.3 Temporary / Short-term non-availability of Parking Lots under the project Site(s) due to reasons solely attributable to the Authority

17.3.1 If any part of the Scope of the Project (e.g., number of parking lots in On-street Parking Lots) experiences a variation due to reasons solely attributable to the Authority. The net adjustment from the parking ECS/streets for the current quarter shall be computed as per the formula indicated under SCHEDULE-L of this Agreement and shall be adjusted on actuals from the Annual Concession Fee payable by the Concessionaire for the sub subsequent quarter.

ARTICLE 18 PARKING FEE

18.1 Collection and Appropriation of Parking fee

18.1.1 On and from the COD till the termination of this contract, the Concessionaire shall have the right to demand, collect and appropriate Parking Fee from the Users of the Project Site or Project Facilities/ Assets, in accordance with the provisions of this Agreement.

18.1.2 The Parking Fee rates (exclusive of GST) are specified in SCHEDULE-G. The Parking Fee rate shall be as per the rates notified by the Greater Chennai Corporation (GCC) Council from time to time.

18.1.3 The Concessionaire acknowledges and agrees that upon payment of Parking Fee, any User shall be entitled to use the Project Facility, 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.

18.1.4 The Concessionaire shall utilize the software (Parking Information Management System) developed by CUMTA , including for Fee collection, which should be able to provide for vehicle identification based on the type of vehicle and duration of stay, fee, etc. Daily backup/ record of the Parking Fee collection shall be maintained by the Concessionaire and shared with the Authority on a monthly basis. Further, the parking ticket shall bear the vehicle number, type of vehicle and entry and exit time of the vehicle.

18.1.5 The Authority expressly recognizes the right of the Concessionaire or its employees, staff or its agents acting on behalf of the Concessionaire (i) to levy, demand, collect, retain, and to appropriate Parking Fee in accordance with the terms of this Concession Agreement; and (ii) to exercise all rights and remedies available under Applicable Laws and under this Concession Agreement for the recovery of the Parking Fee .

18.1.6 In the event, the Authority in pursuance of the statutory power vested in it, revises the Parking Fee rates applicable to different category of vehicles in the city of Chennai, the Concessionaire shall be liable to follow the same and charge Parking Fee at such revised rates. In case, as a result of such variation in rates, there is a positive or negative impact on the revenue being earned by the Concessionaire from the Parking Fee as per the rates given under the Concession Agreement before such change in rates became applicable, then due to such positive or negative impact, adjustment in the Concession Fee (positive or negative) payable by the Concessionaire to the Authority shall be calculated as per the methodology given in SCHEDULE-G and made applicable in the next quarterly payment of Concession Fee by the Concessionaire.

18.1.7 Provided however that the increase in the rate of Parking Fee as specified in Clause 18.1.6 above shall continue to be applicable additionally as it falls due in normal course by way of efflux of time on the revised Parking Fee rates.

Provided further, the increase or decrease in number of Users using the Project Facilities/ Assets in future shall not be considered in further calculating the amount to be adjusted.

18.2 Display of Parking fee

The Concessionaire shall take care to prominently display the applicable Parking Fee rates for each type of vehicle for the information of Users in Tamil and English.

ARTICLE 19 ESCROW ACCOUNT

(deleted)

ARTICLE 20 INSURANCE

20.1 Insurance during Concession Period

The Concessionaire shall affect and maintain at its own cost, during Concession Period, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also affect and 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 that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance to the Concessionaire .

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, forfeit the Performance Security and exercise any other rights in law and/or under this Agreement.

20.2 Insurance Cover

Without prejudice to the provision contained in Article 20, 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.

20.3 Notices to the Authority

No later than 45 (forty-five) days from the Effective Date 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 provided in ARTICLE 29 shall apply.

20.4 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Clause 20.4 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 premia 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 non-renewal has been delivered by the Concessionaire to the Authority.

20.5 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.

20.6 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Clause 20.6 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.

20.7 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.

20.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire and it shall apply such proceeds for any necessary repair, reinstatement, replacement, improvement, delivery or installation of the Project.

20.9 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 effected in accordance with this Agreement.

ARTICLE 21 ACCOUNTS AND AUDIT

21.1 Audited accounts

a. The Concessionaire shall maintain books of accounts recording all its receipts (including the Revenues from the lease of project facilities and provision of Associated Services, and all incomes derived or collected by it from or on account of the Project Facilities and/or its use), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice. 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 [180 (one hundred and eighty days)] 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 Revenue 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 only 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.

b. The Concessionaire shall, within [30 (thirty)] days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange

c. On or before the [31st (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 summarised information on Revenues and such other information as the Authority may reasonably require.

21.2 Appointment of Auditors

a. The Concessionaire shall appoint and have during the subsistence of this Agreement as its Statutory Auditors, a firm having at least 5 (five) practicing Chartered Accountants on its rolls. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.
b. 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 in accordance with the Clause 21.2.(a).
c. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right but not the obligation, to appoint at its cost from time to time and at any time, another firm of Chartered Accountants (the “Additional Auditors”) to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

d. In the event that the Gross Revenue reported by the Additional Auditor is higher than that reported by the Statutory Auditor, the auditors shall meet to resolve such differences and if they are unable to resolve the same the Concessionaire shall pay charges reported by the Additional Auditor. The Concessionaire shall also pay interest at 3% above the SBI MCLR on the difference amount for the intervening period. Further, the Concessionaire shall reimburse all costs, charges and expenses related to the Special Audit. Without prejudice to the aforesaid, if the difference between the Gross Revenue reported by the Additional Auditor and that reported by the Statutory Auditor is higher than 5% (five percent), the Concessioning Authority shall at its sole discretion have the right to require a Special Audit for the entire outstanding tenure of the Concession.

21.3 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 avoidance of doubt, such certification shall not be required for exchange of information in the
normal course of business.

21.4 Set-off

In the event any amount is due and payable by the Authority to the Concessionaire, it may setoff any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Clause 21.4 shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

21.5 Dispute resolution

In the event of there being any difference between the findings of the Additional Auditors and the certification provided by the Statutory Auditors, such 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.

PART V: FORCE MAJEURE AND TERMINATION

ARTICLE 22 FORCE MAJEURE

22.1 Force Majeure

22.1.1 As used in this Agreement, the expression 'Force Majeure' or 'Force Majeure Event' shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and Political Event as defined in Clauses 22.2, 22.3 and 22.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Affected Party.

22.2 Non-Political Event

For purposes of Clause 22.1 hereinabove, 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 in Clause 22.3 ;

(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 inspection; or

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

22.3 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.

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

22.5 Duty to report Force Majeure Event

22.5.1 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.

22.5.2 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.

22.5.3 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 22.6.1, and such other information as the other Party may reasonably request the Affected Party to provide.

22.6 Effect of Force Majeure Event on the Concession

22.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in ARTICLE 4 for fulfilment of the requirements of the Implementation Plan and the Conditions Precedent shall be extended by a period equal in length to the duration of the Force Majeure Event.

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

(a) Before COD, the Conditions Precedent and the dates set forth in this agreement shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
(b) After COD, whereupon the Concessionaire is unable to operate the Project Facility or any part thereof and collect Parking Fee from the Project Facility despite making best efforts or it is directed by the Authority or any Government Instrumentality 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 Administrative Officer along with supporting documents, equal in length to the period during which the Concessionaire was prevented from collection of fee on account thereof.

22.7 Allocation of costs arising out of Force Majeure

22.7.1 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.

22.7.2 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/Political Event, all Force Majeure Costs attributable to such Indirect Political Event shall be adjusted in the Annual Concession Fee payable to the Authority for the subsequent quarter in accordance with formulae set forth in SCHEDULE- L; and

For the avoidance of doubt, Force Majeure Costs may include O&M Expenses, and all other costs directly attributable to the Force Majeure Event, but shall not include loss of revenues or debt repayment obligations, and for determining such costs, information certified by the statutory auditor of the Concessionaire may be relied upon to the extent that such information is relevant.

22.7.3 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.

22.8 Termination Notice for Force Majeure Event

22.8.1 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 Clause 22.8, 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.

22.8.2 Notwithstanding the above, the Parties instead of terminating the Agreement may mutually decide to continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall be entitled to terminate the Agreement as per this Clause 22.8. The Performance Security of the Concessionaire shall be returned to the Concessionaire.

22.9 Termination Payment for Force Majeure Event

22.9.1 In the event of Termination due to a Non-Political Event or Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire equal to ninety percent (90%) of the amount payable under Clause 23.3.2 (b) and Performance Security would be returned.

22.9.2 In the event of Termination due to a Political Event, the Authority shall make a Termination Payment to the Concessionaire equivalent to the amount payable under Clause 23.3.2 as if it were an Authority Event of Default.

22.10 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 however 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.

22.11 Liability for other losses, damages etc.

Save and except as expressly provided in this Clause 22.11, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense,

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

22.12 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 written notice to that effect and shall promptly resume performance of its obligations hereunder

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, 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 of Clause 10.2 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 of the Condition Precedent/obligations during the Implementation Period 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 60 (sixty) 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 fails to achieve COD/Go-Live Certificate for the Project Site within the period set forth in ARTICLE 4 and ARTICLE 5 respectively and continues to be in default for 30 (thirty) days;

(e) the Concessionaire exceeds the threshold of the Performance Standards for Maintenance penalty limit specified in under SCHEDULE-E, in such case, no Cure Period is applicable;

(f) the Concessionaire is in breach of its obligations including O&M obligations, Maintenance Requirements or the Safety Requirements, as the case may be, continuously for 4 (four) times in a calendar year;

(g) the Concessionaire has failed to make two consecutive quarterly Annuity Concession Payments or has failed to make four quarterly payments in two years to the Authority.

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

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

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

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

(l) an execution levied on any of the Project Facilities/Assets of the Concessionaire has caused a Material Adverse Effect on the Project;

(m) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;

(n) 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;

(o) 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;

(p) occurrence of any Insolvency Event;

(q) Any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by the Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and 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;

(r) 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;

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

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

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

23.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an 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.

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.

23.3 Compensation for default by the Authority

23.3.1 In the event of the Authority being in material breach or default of this Agreement at any time before COD, it shall return the Performance Security to the Concessionaire.

23.3.2 In the event of the Authority being in material breach or default of this Agreement at any time after COD, it shall:

(a) return the Performance Guarantee to the Concessionaire; and

(b) pay to the Concessionaire, by way of compensation, the amount as specified in the table below, based on the year post COD, in which default by Authority has occurred:

Year of default by the Authority post-COD	Compensation Amount (Rs.)
Year 1 (Y1)	5 Crores
Year 2 (Y2)	4 Crores
Year 3 (Y3)	3 Crores
Year 4 (Y4)	2 Crores
Year 5 (Y5)	1 Crore

For instance, in the event that the default by the Authority occurs in the fourth year after the COD, the Authority shall compensate an amount of Rs. 2 Crore.

23.4 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 including stores, implements, and equipment, if any, on or about the Project Sites;

(c) require the Concessionaire to comply with the Divestment Requirements set forth in ARTICLE 24 herein;

(d) succeed upon election by the Authority, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire. For the avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by

such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums.

(e) in the event of Termination under this Article due to Concessionaire Event of Default, the Performance Security of the Concessionaire shall be encashed and forfeited.

(f) in the event of Termination under this Article due to Authority Event of Default, the Performance Security of the Concessionaire shall be returned, forthwith.

23.5 Survival of Rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of ARTICLE 23 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 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 of the location and particulars of all Project Facilities Assets created during the Concession Period;
(b) deliver forthwith the actual possession of the Project Facilities/ Assets and Project Site, free and clear of all Encumbrances.
(c) deliver and transfer the Project Site in good working condition, subject to normal wear and tear, including warranties, guarantees, and any required operational licenses;
(d) cure all defects and deficiencies so that the Project is compliant with the Maintenance Requirements SCHEDULE-E; provided that in the event of Termination before the issuance of Go-Live certificate, all Project Facilities/ Assets and the Project Site shall be handed over on 'as is where is' basis after bringing them to a safe condition
(e) deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Project in its supplying, installing commissioning, manning, operating and maintaining of Smart Parking Solutions, including all programmes and manuals pertaining thereto, on the Transfer Date, For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be assigned to the Authority free of any Encumbrance;
(f) Ensure that all the details of existing contracts, including but not limited to the Licenses, guarantees and warranties, maintenance manuals, etc. are handed over to the Authority;
(g) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;
(h) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, and interest of the Concessionaire in the Project, including manufacturers' warranties in respect of any equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and
(i) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, and interest of the Concessionaire in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

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

24.2.1 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 Administrative Officer shall verify, after giving due notice to the Concessionaire of the time, date and venue of such verification, compliance by the Concessionaire with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if

any, in the Maintenance Requirements shall be cured by the Concessionaire at its cost and the provisions of ARTICLE 28 shall apply, mutatis mutandis, in relation to curing of defects or deficiencies under this ARTICLE 24.

24.2.2 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 Facilities/Assets in good working conditions except for normal wear and tear including the Project Site at no cost to the Authority. 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.

(a) Round 1: A joint inspection will be conducted between 180 days and 120 days prior to the Transfer Date in order to identify any defects.

(b) Round 2: A joint inspection will be conducted between 30 days and 15 days prior to the Transfer Date in order to identify and address any left-out defects.

24.2.3 Failure to rectify any defects or failure to comply on the part of the Concessionaire under this Clause 24.2, shall entitle the Authority to recover the actual costs incurred in rectifying/ remedying such defect/ deficiency, including a sum equal to 10% (ten per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages. 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 set off any amounts due, if any, and payable by the Authority to the Concessionaire to the extent required/ available and to recover deficit amount, if any, from the Concessionaire and/ or to appropriate the Performance Security, as the case may be

24.3 Cooperation and assistance on transfer of Project

(a) 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 public, other members of the public or the lawful occupiers of any part of the Site.

(b) The Parties shall provide to each other, 2 (two) months prior to the Transfer Date 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 Transfer Date. 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 Transfer Date.

24.4 Vesting Certificate

The divestment of all rights, and interest in the Project Facilities 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 SCHEDULE-K which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, 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 Facilities/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 CHANGE IN LAW

25.1 Costs

25.1.1 Any increase in costs or reduction in net after tax return or other financial burden, due to Change in Law shall be borne by the respective Parties. Provided however, if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance, the Change in Law shall be deemed to be a Political Event, whereupon the provisions with respect thereto shall apply.

25.2 No claim

25.2.1 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.

PART VI: OTHER PROVISION

ARTICLE 26 ASSIGNMENT AND CHARGES

26.1 Assignment and charges

(a) Subject to sub-clauses (b) and (c) herein below, the Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder, either in part or full, except with prior consent of the Authority which consent the Authority shall be entitled to decline without assigning any reason whatsoever.

(b) Subject to sub-clause (c) herein below, the Concessionaire shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which 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 whatsoever.

(c) The restraint set forth in sub-clauses (a) and (b) above shall not apply to liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project.

ARTICLE 27 LIABILITY AND INDEMNITY

27.1 General indemnity

The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, employees, agents and consultants against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related Agreement, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Authority indemnified persons.

27.2 Liability of Authority

The Authority will indemnify, defend, save, and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands, and third-party claims for any loss, damage, cost, and expense of whatever kind and nature arising out of:

(a) defect in the rights of the Authority in the Project Facility given on Concession to the Concessionaire; and/or
(b) breach by the Authority of any of its obligations under this Agreement or any related Agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related Agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, employees or agents and the same shall be the liability of the Concessionaire.

Provided that the liability of the Authority in any case or in any manner whatsoever, with respect to this Clause 27.2, shall be limited to the sum of the Annual Concession Fee received by Authority in six months before the identification or occurrence of such event.

27.3 Indemnity by the Concessionaire

Without limiting the generality of Clause 27.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority 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; or
(c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.
(d) breach by the Concessionaire of any of the obligations under this Agreement.

27.3.1 Without limiting the generality of the provisions of this ARTICLE 27, 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 or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for 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, and without impairing the specifications and standards prescribed by the Authority (and where no standards are prescribed by the Authority then as per specifications and standards prescribed by the State Government or any Government Instrumentality for similar nature of developments), 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.

27.4 No consequential claims

Notwithstanding anything to the contrary contained in this ARTICLE 27, 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.

27.5 Survival on Termination

The provisions of this ARTICLE 27 shall survive Termination.

ARTICLE 28 RIGHTS AND TITLE OVER THE PROJECT SITES

28.1 Licensee rights

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Project Sites as sole licensee subject to and in accordance with this Agreement.

28.2 Access rights of the Authority and others

28.2.1 The Concessionaire shall allow free access to the Project Sites 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.

28.3 Property taxes

All property taxes on the Project Sites if any, shall be payable by the Authority as owner of the Project Sites;

28.4 Restriction on sub-letting

The Concessionaire shall not sublease or sub-let or sub-license the whole or any part of the Project Sites, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint any Contractors to assist the Concessionaire in the performance of its obligations hereunder.

ARTICLE 29 DISPUTE RESOLUTION

29.1 Dispute Resolution

29.1.1 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 29.2.

29.1.2 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.

29.2 Conciliation

29.2.1 In the event of any Dispute between the Parties, either Party may call upon the Administrative Officer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Administrative Officer or without the intervention of the Administrative Officer, either Party may require such Dispute to be referred to the Secretary / Principal Secretary / Additional Chief Secretary of the Administrative Department, Government of Tamil Nadu 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 29.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to Adjudication by Regulatory Authority, Tribunal or Commission in accordance with the provisions of Clause 29.4.

29.3 Deleted

29.4 Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to the courts under this Clause 29.4, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

ARTICLE 30 REDRESSAL OF PUBLIC GRIEVANCES

30.1 Complaints Register

30.1.1 The Concessionaire shall maintain a public relations office at the Local Command Centre where it shall keep a register (the "Complaint Register") open to public access, in addition to the grievance portal in the Smart Parking Application developed by CUMTA, 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 Local Command Centre and its offices also through the Smart Parking Application so as to bring it to the attention of all Users.

30.1.2 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 the Authority in writing. Rectification shall be made immediately or as instructed by the Authority. The compliance / rectification report shall be shared by Concessionaire in writing.

30.1.3 The online grievance redressal page of the Smart Parking Application, the registered complaint will be addressed immediately and the compliance/ rectification will be notified to the user.

30.1.4 Failure on the part of redressal of the grievances by the Concessionaire will be subject to the provisions prescribed in the Performance Standards for Maintenance (SCHEDULE-E).

30.1.5 Without prejudice to the provisions of Clauses 30.1.1 and 30.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

30.2 Redressal of complaints

30.2.1 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.

30.2.2 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 its own risk and cost.

ARTICLE 31 MISCELLANEOUS

31.1 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 Chennai, Tamil Nadu shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

31.2 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).

31.3 Delayed payments

31.3.1 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 Concessionaire shall pay interest for the period of delay calculated at a rate equal to 2% (two per cent) above the SBI MCLR, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

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

31.4 Waiver

31.4.1 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.

31.4.2 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.

31.5 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.

31.6 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. Further, the Parties agree that there is no express or implied warranty or guarantee given by the Authority to the Concessionaire of any minimum business or minimum sales or revenue generation at the Project Facility and no term of this Agreement shall be interpreted to imply any such warranty or guarantee.

31.7 Survival

31.7.1 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.

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

31.8 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.

31.9 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.

31.10 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.

31.11 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.

31.12 Successors and assigns

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

31.13 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 facsimile or e-mail and by letter delivered by hand 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 Chennai may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Concessionaire may from time to time designate by notice to the Authority.
{Attention:

Designation:
Address:
Fax No:
Email:}

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to the person named below with a copy delivered to the Administrative Officer or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in Chennai it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.
{Name:
Designation:
Address:
Fax No:
Email :} and

(c) 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.

31.14 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 the English language.

31.15 Counterparts and Stamp Duty

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement. Any Stamp Duty, notarization charges and/ or registration charges on this Agreement, if any required, shall be borne by the Concessionaire only.

ARTICLE 32 DEFINITIONS

32.1 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;

"Administrative Officer" means an officer of the Greater Chennai Corporation as may be authorized in writing by the Authority to act on its behalf under this Agreement for overall monitoring of the Project;

"Affected Party" shall mean the Party claiming to be affected in accordance with the provisions of this Concession Agreement;

"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;

"Annual Concession Fee" shall have the meaning set forth in Clause 17.1.1

"Applicable Laws" means all laws, brought into force and effect by GOI or the State Government of Tamil Nadu including rules, regulations 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 local development regulations, norms 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 every Condition Precedent is either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement.

"Associate" or **"Affiliate"** means, in relation to either Party, a person who controls, is controlled by, or is under the common control with such Party (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's Designated Account" means that any designated account and their respective account details which shall be notified by the Authority to the Concessionaire in which all inflows from the project are required to be remitted to, including the encashment of Performance Guarantee, if required. The Authority shall be required to inform the details of the bank account within 1 week of Effective Date.

"Bank" means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore).

"Bid" means the documents in their entirety comprised in the bid submitted by the Selected Bidder in

response to the Request for Proposal in accordance with the provisions thereof and "Bids" shall mean the bids submitted by any and all the 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 thereof, including the draft Concession Agreement, provided by the Authority for this Project;

"Bid Process" means the process of selection of the Successful Concessionaire through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.

"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;

"BOT" means the Build, Operate the Project thereto, transfer.

"Car Parking Slot" is an individual parking space for one (1) passenger car

"**Central Command Centre**" means the central command facility established by CUMTA, used mainly for service monitoring and operations control and for collecting, storing, consolidating, processing the information obtained from various elements of the parking management, agents, employees, Concessionaires, communications systems and related elements.

"Change in Law" means the occurrence of any of the following after the Effective date of this Agreement having an adverse bearing on the performance of obligations of Parties under this Agreement:

(a) the enactment of any new Indian law;

(b) the repeal, modification or re-enactment of any existing Indian law:

(c) the commencement of any Indian law which has not entered into effect until the date of this Agreement;

(d) a change in the interpretation or application of any Indian law by a court of record as compared to such interpretation or application by a court of record prior to the Effective Date of this Agreement;

(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 as per the provisions of Clause 6.2.4.

"Change of Scope" shall have the meaning ascribed to it under ARTICLE 16;

"Change of Scope Notice" shall have the meaning set forth in Clause 16.2.1

"Change of Scope Order" shall have the meaning set forth in Clause 16.2.3

"COD" or **"Commercial Operations Date/ Partial Commissioning "** shall have the meaning set forth in Clause 12.5;

"**Concessionaire**" means any firm, including a sole proprietor or a partnership firm or a company or a Joint Venture or a Consortium, who submits a Successful Bid along with Bid Security under the RFP within the stipulated time for submission of Bids

"**Concessionaire's Representative**" means the person or the persons appointed by the successful

Concessionaire from time to time to act on its behalf for overall co-ordination, supervision and project management.

"Concessioning Authority/Authority/GCC" shall mean the Greater Chennai Corporation (GCC)**"Concession Period"** means the period starting on and from Appointed Date and ending on the Transfer Date;

"Conditions Precedent" means the conditions to be fulfilled by the Concessionaire on the project site for the Signing or execution of the Concession Agreement as defined in ARTICLE 4

"**Consortium**" shall mean an association of two (2) entities / firms formed specifically for the purpose this Agreement.

"**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;

"CUMTA" shall mean the Chennai Unified Metropolitan Transport Authority

"**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;

"**Damages**" shall mean any claim of Authority against the Concessionaire for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which Authority shall be entitled to claim and adjust the Security Deposit/ Performance Security.

"Data Dissemination Plan" shall mean a structured data architecture/framework that outlines the uninterrupted, secure, and real-time transfer of parking data generated by Operation and Maintenance of the project site/facilities to the Local Command Centre and the Central Command Centre in accordance with the Scope of the work, specified in SCHEDULE-C.

"Dispute" shall have the meaning set forth in Clause 29.1.1 ;

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes set forth in ARTICLE 29;

"**Divestment Requirements**" means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 24.1;

"**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;

"**Effective Date**" means the date on which this Agreement is executed by the Authority and the Concessionaire;

"**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;

"Equivalent Car Space Factor" or "ECS Factor" is the size of a Parking Slot for a type of vehicle expressed as a fraction of the size of a Car Parking Slot, as defined by the Authority.

Car	2W	Auto	LCV	HCV
1 ECS	0.2 ECS	0.6 ECS	1 ECS	2.2 ECS

"Firm" shall mean a single legal entity, which is a Registered Body.

"**Force Majeure Event**" shall mean an act, event, condition or occurrence as specified in ARTICLE 22

"Go Live Certificate/ Commissioning Certificate" shall mean the certificate issued by the Authority confirming the commissioning of the smart parking system from which the Concession period commences.

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

"**GoTN**"/ "**Government**" means the Government of Tamil Nadu

"**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 Concessionaire 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;

"**Implementation Period"** shall have the meaning set forth in Clause 5.1.1

Impounding Site shall mean a designated area provided by the Authority for the temporary holding, safekeeping, and management of vehicles that have been towed/removed from the Project site due to Parking Violations specified in SCHEDULE-C of this Agreement, until such vehicles are released upon payment of applicable user charges, or fulfillment of other required conditions.

"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to ARTICLE 20, and includes all insurances required to be taken out by the Concessionaire under Clause 20.2 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;

"**License**" and "**Licensed Premises**" shall have the meaning respectively set forth in Clause 11.1;

"**Letter of Award**" or "LOA" means the offer letter issued by Authority to the Successful Bidder to provide Smart Parking Management Service in conformity with the terms and conditions set forth in this agreement.

"**Local Command Centre**[1]" means the local command facility set up by the Concessionaire used mainly for service monitoring and operations control and for collecting, storing, consolidating, processing the information obtained from various elements of the parking management, agents, employees, communications systems and related elements.

"**Maintenance Requirements**" means the requirements set forth in SCHEDULE-E;

"**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;

"No Parking area "the Authority will assign specific roads/streets and block faces as no parking where no vehicles shall be allowed to be parked, if parked shall attract fines/clamping/towing, (SCHEDULE-C).

"Occupancy" means the average per cent of Parking Units in the parking location that are occupied by vehicles during continuous 14-hour period or any period as specified by the Authority in Project site

"On-street parking" the Authority will assign specific roads/streets and block faces as designated parking space for implementation of paid smart parking, (SCHEDULE-A).

"**Operational hours"** is the duration of a 14-hour period for which the Concessionaire shall collect parking fee from user for parking a vehicle in a parking spot.

"**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,(e) payments required to be made under the incidental to O&M; and (f) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"**O&M Inspection Report**" shall have the meaning set forth in Clause 15.1;

"**Parking Duration"** is the duration for which a vehicle is parked in a Parking Slot.

"Parking Execution Plan" shall mean the documents which includes but not limited to the (i) Survey Drawing of the project site, (ii) Data Dissemination Plan[2] and its Proof of Concept and (iii) Resource Allocation plan (iv) camera location map, installation heights and angles (v)network plan of all the

[1] *The Authority shall provide the land for the Local Command Centre*

2 The Concessionaire shall, within the Data Dissemination plan recommend Passive data architecture/ Edge data transfer/ any other Equivalent technology to ensure uninterrupted data transfer of all data received from the parking facilities to the Local Command Centre and Central Command Centre.

Project Faclities/Assets installed on the Project site[3] (vi) Project Deliverables and TimeLine, etc. that are required to be approved by the Authority to satisfy the Conditions Precedent set forth in Clause 4.1.3

"**Parking Event**" is an act that occurs when a vehicle is in a stationary position in a paid parking slot.

"**Parking Fee**" is the Parking Fee fixed by the Authority at the Commercial Operations Date (COD).

"**Parking Fine** " or "Fine Rate" is the Parking Fine as according to the Motor Vehicle Act 1989 and Amendments therein.

"**Parking Slot**" is a parking space for one (1) vehicle.

"**Parking System**" means a system in which collection of parking fees and system monitoring is managed real-time using a central server and Local Command Centre.

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

"**Performance Security**" shall have the meaning set forth in Clause 10.1;

"Performance Standards for Maintenance" means the levels of service to be provided by the Concessionaire to the Authority during the Concession Period.

"**Person**" shall mean (unless otherwise specified or required by the context) any individual, company, corporation, partnership, consortium, unincorporated organization, government or Government Concessionaire or any other legal entity.

"**Project**" shall mean Supplying, Installing Commissioning, Manning, Operating and Maintaining of Smart Parking Solutions for Package 1: Anna Nagar in Chennai Metropolitan Area on PPP Model**"** which are set out in the RFP and fulfil the management and maintenance obligations of Smart on street Parking in accordance with the provisions of this Agreement.

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

"**Project Site(s)**" shall mean Parking spaces as per the Area Level Parking Management Plan (ALPMP) of Anna Nagar provided by the Authority and awarded to the Concessionaire as set out in SCHEDULE-A.

"Project Facilities/Assets" shall mean the on-street parking area along with related facilities and amenities developed by the Concessionaire at the Project Site(s) , sufficient in size to meet 2100 equivalent car spaces for public use, smart parking components erected by the Concessionaire in the Project Site(s), in accordance with indicative list mentioned in Clause 3.1 of SCHEDULE-C

The installed Project facilities/ Assets shall be in accordance with the approved Parking Execution Plan, Applicable Laws, Applicable Permits and as per the provisions of this Agreement read with Schedules hereto;

"RFP" shall mean the Request for Proposal issued by the Authority for selecting the Successful Bidder/ Concessionaire for the Project

"**Rs**" or "**Rupees**" or **"INR"** refers to the lawful currency of the Republic of India.

3 The Network Plan of all the project assets shall be Geo-referenced in GIS and submitted.

"**Quarter**" shall mean any three-month period from 1st April to 30th June, 1st July to 30th September, 1st October to 31st December or 1st January to 31st March.

"**Safety Requirements"** shall have the meaning set forth in Clause 14.1.1;

"**SBI MCLR**" means the prevailing marginal cost of funds based lending rate for a tenor of 1 (one) year, notified by State Bank of India from time to time;

"**Scope of the Project**" shall have the meaning set forth in Clause ARTICLE 2;

"Smart Parking Application" shall mean the digital platform developed by CUMTA, accessible via mobile or web interface, that enables users to locate and pay for parking spaces using real-time data and multiple payment gateways.

"Smart Parking Management System" shall mean the system comprising of all the Project's components, assets & facilities, CUMTA's software, and human resources deployed for the project to operate, maintain, monitor and optimize the use of Project Facilities/Assets, through real-time data collection(Video Analytics), payment processing and enforcement

"**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 with the intent of terminating this Agreement;

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

"**Transfer Date**" 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;

"Two-Wheeler Parking Slot" is defined as the individual parking space for one (1) motorised two-wheeler vehicle.

"**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 Charges**" means all charges, towing, clamping and impounding charges, Parking fees, etc. determined, levied, collected by the Concessionaire from the Users for using the Project Facility or a part thereof in accordance with the provisions of this Agreement; and

"**Vesting Certificate**" shall have the meaning set forth in Clause 24.4;

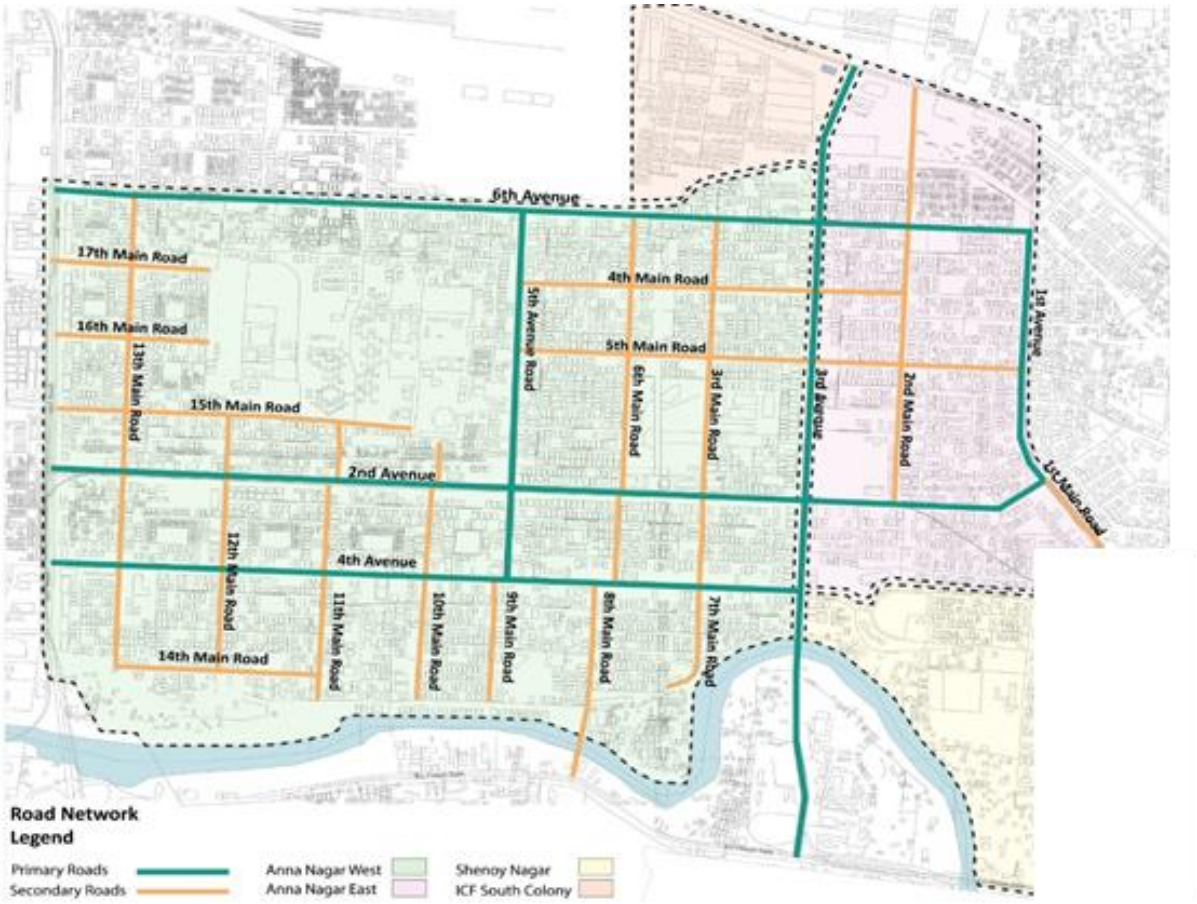
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

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 202__…… 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.

SCHEDULES

SCHEDULE A: PROJECT SITES

DETAILS OF THE PROJECT SITES



The road network within the study area has been categorised into Primary, Secondary, Tertiary roads based on ROW and functional characteristics.

Primary Roads – Arterial roads with ROW more than 24m and carry majority of traffic. The total network length of primary roads is 12.85 km.

Secondary Roads – Sub-arterial roads with ROW ranging between 18m to 24m and distribute traffic from local areas to primary street. The length of network is 13.58km.

Tertiary Roads – Collector and local roads with ROW between 9 to 18 m and support localised traffic to major network. The length of network is 14.87km.

As tertiary roads have parking demand from residential areas only, it is proposed to take up parking implementation on only the ***primary and secondary roads in Phase I.***

The following table provides a list of roads along with their corresponding lengths and indicative figures.

S. No	Road Name	Road Stretch Length (Km)	Proposed Parking Allocation (ECS)
Primary Roads			
1	1st Avenue	0.75	41.4
2	2nd Avenue	2.80	774.8
3	3rd Avenue	2.40	176.8
4	4th Avenue	2.00	104.2
5	5th Avenue	1.10	192.8
6	6th Avenue	2.70	409
Total Indicative ECS (Primary Roads)			**1699**
Secondary Roads			
1	1st Main Road	0.24	0
2	2nd Main Road	1.15	84.4
3	3rd Main Road	1.12	46.8
4	4th Main Road	1.50	26.4
5	5th Main Road	1.08	0
6	6th Main Road	1.12	55.8
7	7th Main Road	0.42	0
8	8th Main Road	0.60	0
9	9th Main Road	0.35	0
10	10th Main Road	0.76	11
11	11th Main Road	0.83	26.8
12	12th Main Road	0.66	19
13	13th Main Road	1.40	47.2
14	14th Main Road	0.55	10
15	15th Main Road	1.00	68
16	16th Main Road	0.40	6
17	17th Main Road	0.40	0
Total Indicative ECS (Secondary Roads)			**401.4**
Total ECS			**2100**

Parking Demand Assessment

Table 1: Details of the Site and indicative demand numbers

Site Area in sq.km	**6 sq.km**
Total Length of street delineated for parking	Primary Street (All Avenue Roads) = 11.75 km Secondary Street (Roads with ROW 18 to 24 m) = 13.58 km

Parking Demand

Road Category	2 W	Car/Jeep/Van	Auto	LCV	HCV	ECS	Peak 30 min (ECS)
Primary Roads	1147	5142	678	201	161	7329	**1832**
Secondary Roads	868	2788	404	36	31	4127	**1186**
Total						11456	**3018**

Note: 2W:0.2, Auto: 0.6, HCV: 2.2, Others 1.0 ECS Equivalent

Parking Allocation Plan

*All Number are in Equivalent Car Spaces

Road Category	2 W*	Car/Jeep/Van	ECS
Primary Roads	356	1343	**1699**
Secondary Roads	51	350	**401**
Total	407	1693	**2100**

Note:

a. 2W:0.2, Auto: 0.6, HCV: 2.2, Four-Wheeler 1.0 ECS Equivalent

b. A total of 2100 ECS will be available for the concessionaire to manage.

c. Supply is estimated based on the Area Level Plan and demand surveys.

SCHEDULE B - DETAILED TECHNICAL AND HARDWARE SPECIFICATION FOR THE PROJECT

S.No	Parameters	Technical & Functional Specification	Compliance (Yes/ No)	Model, Make & Key Information	Key Configurations Details (Please attach data sheet)	Proposed Quantity	Remarks or Reason (if any high specification hardware considered than the recommended hardware list)
Outdoor Camera							
1	Requirement Overview	High-definition 4MP IP Box/Bullet Camera for outdoor with 2 servers, STQC certification and 30 Mtr integrated IR					
2	Senor Type	1/3" Progressive Scan CMOS with additional digital signal processor (DSP) to support complex applications such as real- time video analytics					
3	Shutter Speed	1/3 s to 1/100, 000 s					
4	Max Resolution	2560 × 1440@20fps					
5	Lens Focal Length	2.8 mm, 4 mm, 6 mm					
6	Smart Detection	Alarm Trigger: Motion detection, video tampering alarm, illegal login					

S.No	Parameters	Technical & Functional Specification	Compliance (Yes/ No)	Model, Make & Key Information	Key Configurations Details (Please attach data sheet)	Proposed Quantity	Remarks or Reason (if any high specification hardware considered than the recommended hardware list)
7	Certification	ER Certification by STQC is mandatory UL, CE or FCC certifications are required *The Concessionaire shall meet the security requirements outlined in Annexure A of Office Memorandum number STQC/IT&eGov/IoTSCS/001 dated 22-05-2025, issued by the Ministry of Electronics & Information Technology.					
8	OEM Criteria:	All proposed Cameras should be from single OEM and OEM should have been Registered in India.					
Handheld POS							
1	Requirement Overview	Shall have the basic parking metering and management application, which will be synced with					

S.No	Parameters	Technical & Functional Specification	Compliance (Yes/ No)	Model, Make & Key Information	Key Configurations Details (Please attach data sheet)	Proposed Quantity	Remarks or Reason (if any high specification hardware considered than the recommended hardware list)
		the overall Parking Management System.					
2	Transaction data requirements	Upon successful completion of the transaction the handheld machine shall store and transmit transaction data to the central system including: • Date and Time of Transaction • Device Identification Number • Ticket Serial Number • Parking slot number • Location • Vehicle number					

S.No	Parameters	Technical & Functional Specification	Compliance (Yes/ No)	Model, Make & Key Information	Key Configurations Details (Please attach data sheet)	Proposed Quantity	Remarks or Reason (if any high specification hardware considered than the recommended hardware list)
		• Parking Fee • Duration of Parking					
3	Card Readers	For payment purpose – chip & PIN/ contactless/ magnetic stripe					
4	Inbuilt Cameras	5MP FF Rear camera, with flashlight Front camera: 0.3MP FF Optional Rear camera: 8MP AF					
5	Inbuild – Printer / a separate printing device	80mm/sec | Paper roll outer diameter: 40mm					
6	SIM / SAM	Card Emulation (eSIM+NFC) by default / Optional Card Emulation (eSIM+NFC)					
7	Positioning	AGPS | GPS | GLONASS | BEIDOU					
8	Certifications	PCI PTS 6.x SRED | EMV L1 & L2 | EMV Contactless L1 | Visa					

S.No	Parameters	Technical & Functional Specification	Compliance (Yes/ No)	Model, Make & Key Information	Key Configurations Details (Please attach data sheet)	Proposed Quantity	Remarks or Reason (if any high specification hardware considered than the recommended hardware list)
		payWave | MasterCard Contactless | UPI qUICS | Amex ExpressPay | Discover D-PAS | JCB J/Speedy | Interac Flash |TQM | CE | RoHS | BQB | ABECS | Anatel | BIS | CB. PCIS certificate (for rental)					
Body Worn Camera (BWC)							
1	Camera Image Sensing Capacity (Picture mode) (Mega Pixels)	10MP (Camera with audio- video recorder cum player). BWC should be able to work at 4G/5G and capable to take snapshot					
2	Video Type	Colour Video					
3	Recording Resolution	1920 X1080 Pixel					
4	Field of view of lens (wide Angles)	120 degree or more					
5	Display Screen	Date and time					

S.No	Parameters	Technical & Functional Specification	Compliance (Yes/ No)	Model, Make & Key Information	Key Configurations Details (Please attach data sheet)	Proposed Quantity	Remarks or Reason (if any high specification hardware considered than the recommended hardware list)
	size/type	Stamping onto videos /photographs					
6		GPS co-ordinates Stamping onto Videos / photographs					
7	Pre event Recording time (Prior to press of recording button) for camera	30 Sec or more					
8	Certification	Availability of Test Report from NABL/ ILAC accredited or Central Govt Lab to prove conformity of product to the specification					
Walkie Talkie – DMR with Keypad & Display							
1	Type of Working	Simplex/ Semi Duplex					
2	Type of Modulation	TDMA (2 voice channels in simplex mode on 1 frequency)					
3	Frequency Range	146 -174 MHz					
4	No. of Channels	255 nos					
Transmitter							
5	Power output at	5-Watt, Tolerance of -					

S.No	Parameters	Technical & Functional Specification	Compliance (Yes/ No)	Model, Make & Key Information	Key Configurations Details (Please attach data sheet)	Proposed Quantity	Remarks or Reason (if any high specification hardware considered than the recommended hardware list)
	Antenna Port	2% is acceptable					
6	Frequency Stability	±0.5ppm					
Receiver							
7	Inter – Modulation Rejection	Better than 60dB					
8	Antenna	The Walkie – Talkie sets shall be provided with short helical spring antenna with coaxial connector with socket mounted on PCB					
9	Signalling	Walkie- Talkie sets for General Purpose use should have DMR digital/ CTCSS/ DCS signalling facility					
Outdoor UPS							
1	Capacity & Type	Adequate capacity to cover cameras at respective location. UPS should be preferably DIN Rail mount type suitable for outdoor locations, with environmental					

S.No	Parameters	Technical & Functional Specification	Compliance (Yes/ No)	Model, Make & Key Information	Key Configurations Details (Please attach data sheet)	Proposed Quantity	Remarks or Reason (if any high specification hardware considered than the recommended hardware list)
		protection and also enabled for remote monitoring & communication.					
2	UPS shutdown	UPS should shutdown with an alarm and indication on following conditions 1) Output over voltage 2) Output under voltage 3) Battery low 4) Inverter overload 5) Over temperature 6) Output short					
3	Battery Backup	60 minutes in full load					
4	Indicators & Metering	Indicators for AC Mains, Load on Battery, Fault, Load Level, Battery Low Warning, Inverter On, UPS on Bypass, Overload, etc Metering for Input Voltage, Output Voltage and					

S.No	Parameters	Technical & Functional Specification	Compliance (Yes/ No)	Model, Make & Key Information	Key Configurations Details (Please attach data sheet)	Proposed Quantity	Remarks or Reason (if any high specification hardware considered than the recommended hardware list)
		frequency, battery voltage, output current etc.					
5	Solar Option	May propose Hybrid UPS with Solar Panel option matching the above specification. If proposed then should come with suitable Solar charger from the UPS OEM.					
Indoor LED Surveillance screens – Local Command Centre							
1	Aspect Ratio	16:9					
2	Resolution	Horizontal Resolution (Pixel): 1684, Vertical Resolution (Pixel in mm): 926					
3	Viewing Angle	Horizontal Viewing Angle(degree), Vertical Viewing Angle(degree):1600					
4	Certifications	BIS Registration under CRS of Meity for LED Wall including LED Controller, BIS Registration Number and its validity, ROHS					

S.No	Parameters	Technical & Functional Specification	Compliance (Yes/ No)	Model, Make & Key Information	Key Configurations Details (Please attach data sheet)	Proposed Quantity	Remarks or Reason (if any high specification hardware considered than the recommended hardware list)
		Compliance, CE, FCC, CB, EMC, ISO Certifications					
Local Server							
1	Type	Rugged 1U Rack Mountable					
2	Processor	Minimum 8 Core Xeon Processor or better					
3	RAM	Min 128 GB DDR5 4800 MT/S RAM					
4	HDD Drive Bay	4X2.5-inch SATA, SAS. To be offered with 4X 2.4TB 10K RPM SAS 12Gbps 2.5in Hard Drive from Day 1					
5	OS	solution compatible with other offered software and hardware					
VPN							
1	Security	Strong AES – 256 encryption					
2	VPN Servers	7,700+ servers, 100+ countries					
3	Protocols	IKEv2/IPSec*,					

S.No	Parameters	Technical & Functional Specification	Compliance (Yes/ No)	Model, Make & Key Information	Key Configurations Details (Please attach data sheet)	Proposed Quantity	Remarks or Reason (if any high specification hardware considered than the recommended hardware list)
		OpenVIPN					
4	Speciality Servers	Obfuscated, Double VPN, Onion Over VPN					
5	Devices	10+					
6	VPN bandwidth	Unlimited					
7	Leak prevention	DNS and IP					

SCHEDULE C: SCOPE OF THE PROJECT

1. **Project objective**

1. The objective of the parking management plan is to develop a smart parking system to provide a seamless, efficient, user-friendly, and cost-effective parking operation for various locations of Chennai City, with the flexibility to scale and integrate future technologies. This includes smart parking solutions, real-time navigational capabilities, and digital payment platforms to optimize parking space utilization and improve user experience.
2. The Selected Concessionaire will be responsible for the Supplying, Installing Commissioning, Manning, Operating and Maintaining of Smart Parking Solutions. This includes the implementation of on-street parking solutions across locations as demarcated and approved by GCC. The Concessionaire will ensure that the system is fully operational, integrates with digital solutions provided by CUMTA

2. **Project Engagement Model**

The engagement model for this project to be incorporated by the Concessionaire is divided into two distinct stages:

(a) Conditions precedent (90 days)

(b) Implementation Period (60 days)

(c) Operation & Maintenance Stage (5 Years from COD).

Each stage is detailed out in this chapter with specific responsibilities, timelines, and service expectations to ensure the successful deployment and operation of the smart parking solution.

3. **Detailed Scope of Work**

3.1. During the Implementation Stage:

(a) The Concessionaire must procure and install all the Project Facilities/Assets as specified in SCHEDULE-B and integrate with the Software developed by CUMTA within 150 days from the date of signing of this agreement.

(b) The Concessionaire shall adhere to the Performance Standards for Maintenance as defined in SCHEDULE-E of this agreement.

(c) During Implementation Stage the Selected Concessionaire must comply with the following tasks:

(i) Site Assessment & System Integration

a. Conduct a detailed site evaluation to assess existing infrastructure, conditions, and any gaps in the current parking system.

b. The PIMS (Parking Information and Management System) developed by CUMTA should be integrated with the Project Facilities/Assets installed by the concessionaire.

(ii) Prepare the Parking Execution Plan

a. prepare a survey drawing of the Project site.

b. prepare a Data Dissemination Plan and its proof of concept– The Data Dissemination Plan shall provide for a comprehensive mechanism for data transfer, which may include Passive Data Transfer/ Edge Data Transfer/ any other suitable technology, to ensure

uninterrupted transfer of all data collected from the Parking Facilities/Assets to both the Local Command Centre and the Central Command Centre, in accordance with the requirements of this Agreement.

c. Provide a comprehensive Resource Allocation plan with detailed phasing of human resources to be deployed on the Project site

d. Identify and develop camera location map with effective coverage of all the designated parking spaces with installation heights and angles ensuring the facilitation of real time monitoring as per the requirements.

e. Develop a detailed network plan of all the Project facilities/ Assets installed at the project site. The location of the these Project Facilities/ Assets must be geo- referenced.

f. Develop the Project deliverables and timeline for implementation of the Project facilities/ Assets

g. The Parking Execution Plan should comply with the applicable laws, safety standards, privacy protection laws and urban planning norms and must be approved by the Authority in accordance with Clause 4.1.3

(iii) Procurement and Installation:

a. The Selected Concessionaire shall at their own cost, upon obtaining approval from the Authority, procure, install, and commission the adequate Project Facilities/ Assets in accordance with SCHEDULE-B and provisions of this agreement at the project sites & Local Command Centre and impounding site.

b. The Concessionaire shall submit the detailed list of proposed hardware for each category, including any additional hardware 4 deemed necessary for the successful execution of the project. The proposed hardware must comply with the minimum technical specifications outlined in SCHEDULE- B

The aforementioned numbers are ***indicative only.***

Hardware	**Nos**
Number of Cameras Required	1300
Total Number of Camera Poles	650
No.of Units for Handheld POS System	110
No.of Walkie Talkies	130
VMS Sign Board (rates)	40
Digitally Printed Retroreflective Single Arrow Sign board	690
E- Bikes for Supervisor	15
Number of Towing Vehicle Required	2
Cycle for the Parking Marshals	120
No.of Wheel Clamps required	700
No of 8 Ports Dual System Touchscreen Dock Station	15
Outdoor UPS	90
No of Body Cam	110
LOCAL COMMAND CENTRE	
Surveillance Screen	4
Basic Performance Local Server	1

[4] *The Concessionaire is required to provide Supporting documentation, including product datasheets, certifications, and technical brochures, to substantiate the compliance with CUMTA's software.*

Hardware	Nos
Workstations	10
Printers	2
Data Storage	3
Business Grade Router	1
Access Points	2
Power Backup System (UPS + Battery Backup)	1
Lockers for Restroom (6 pigeon holes per unit, 300 pigeon holes in total)	50
Server Racks (9 servers - Each server - 2 U, space for switches & Cables)	2
Gigabyte Switch	2
Air conditioners Required (5 years Warranty)	2

(iv) Declaration of Operationalization:

a. Upon the successful implementation of all Parking Facilities/ Assets, the Concessionaire must provide a formal declaration to the Authority, confirming that the system has been fully operationalized.

(v) Go- Live Certificate / Commissioning Certificate:

Upon such notification received from the Concessionaire, the Authority shall issue the Go-Live Certificate in accordance with ARTICLE 12 of this agreement.

(vi) Maintenance and Operational Assurance:

The Concessionaire shall Operate and Maintain the Project in accordance with the Performance Standards for Maintenance set forth in SCHEDULE-E

3.2. During Operation & Maintenance Stage:

(a) To manage and collect Parking Fee as per tariff fixed by the Authority for all the parking lots defined in SCHEDULE-G:

(i) Online Fee / User charges will be directed to the Concessionaire's Account

(ii) Cash receipts to be discouraged generally, however in exceptional cases, the cash can be collected and should be promptly accounted by the Concessionaire, failing which appropriate penalty will be levied as per the Performance Standards for Maintenance.

(iii) The Parking Fines according to the Motor Vehicle Act 1989 and Amendments will be levied and directed to Greater Chennai Traffic Police through the Parivahan Application

(b) The Concessionaire shall operate and maintain the Project facilities/Assets in accordance with SCHEDULE-E.

(c) The Annual Concession Fee of the Authority will be appropriated to the Authority's Designated Account on a quarterly basis.

(d) The Selected concessionaire shall at all times display the parking rates as approved by the Authority for various types of vehicles and for different durations at suitable locations within the premises which are clearly visible to the user through Variable Messaging Display Board.

(e) The parking lot shall be operational 14 hours daily (which includes peak hours & non peak hours) throughout the year, except when specifically instructed by the Authority.

(f) Ensure vehicles are parked in their designated parking areas only i.e. no open / vacant land within the site, other than those specifically marked as parking space, shall be used for parking purpose.

(g) The Selected Concessionaire should take due care of the parking infrastructure. Any damage to these infrastructures, either due to negligence of the Selected Concessionaire or otherwise, should be immediately brought to the notice of the Authority and also in writing within 24 hours.

(i) If the damage is due to negligence of the Concessionaire, it shall be rectified, repaired or compensated monetarily to restore the concerned infrastructure to its original condition, in accordance with the Performance Standards for Maintenance set forth in SCHEDULE-E of this agreement..

(ii) However, the Authority shall at its sole discretion can allow for necessary deductions to be made from selected Concessionaire's performance security deposit in lieu of compensation of such loss or damages.

(iii) The authority reserves the right to solely decide whether the damage caused is due to negligence of the selected Concessionaire or otherwise, after due consultation with the Selected Concessionaire.

(iv) The Concessionaire shall maintain an incident and maintenance logbook with all necessary details, including the date of identification of the incident or issue, the steps taken to resolve it, and the date of resolution.

(h) Upon Termination of this Agreement for any reason whatsoever, all the installed smart Components, procured license etc shall be transferred and handed over to the Authority in working condition at no cost to the Authority.

(i) Activities mentioned hereunder are not exhaustive and the Selected Concessionaire shall have to carry out the Operation, Maintenance & Management of parking areas as per the good industry practices and standard operating procedures.

4. **Deployment of Manpower:**

(a) The Concessionaire shall deploy the manpower for the project in accordance with Clause 6.7 of this agreement.

(b) The concessionaire must deploy adequate manpower, and the following list is indicative only:

Position	Specification	Description
Technical Resources		
Network Admin	1	1 person/Day
Data Analyst	1	
Server Maintenance	1	
Tech Support	2	
On Field Resources		
Project in charge/General Manager	1	
Area Manager	2	1 Area Manager per shift, in two shifts
Supervisor	12	1 supervisor per 20 parking marshals
Marshals	230	1 marshal for every 500m or based on Demand, as concurred by GCC, for each side of the road (LHS or RHS), in two shifts, with 10% staff in contingency (The Deployment pattern per shift should be as per authorisation by GCC)
Local Command Centre	3	1 video monitoring staff, in two shifts

Position	Specification	Description
Management Staff		
Field Level Repair & Maintenance (1 Electrician, 1 Civil Maintenance)	3	1 persons per shift, in two shifts
Towing Assistant	12	1 (driver), 4 assistants per shift, in two shifts, 20% contingencies
Information Education and Communication (IEC) Resources		
Communication Expert	1	Assuming 1 person per shift, in one shift
Other Resources		
Security Personnel	4	Security Personnel for the Impounding Site (1 Nos.) and local command centre (1 Nos.) per shift
Accounts Officer	1	
Housekeeping Staff	3	

(a) Liability and Employment Terms:

(i) Personnel deployed by the Concessionaire shall not be considered employees of the Authority.

(ii) The Concessionaire shall inform all personnel in writing about their employment terms, explicitly mentioning that they are not entitled to any salary, allowances, compensation, or benefits from the Authority

5. **Parking Enforcement**

The following procedure shall be followed by the Parking marshals and the Concessionaire's personnel during the Monitoring and Enforcement of Parking activities within the Project Site:

S.No	Violation Type	Definition	Warning & Communication System	Enforcement Process
1.	1. Parked Without Paying Parking Fees 2. Parked Beyond Booked/Paid Time Slot 3. Parked in Wrong Orientation	• Vehicle parked in a designated parking slot without paying the Parking Fee. • Vehicle remains parked beyond its booked/paid duration. • Vehicle parked incorrectly, not aligned with slot markings	1. A warning message will be sent to the registered phone number of the user who has not paid the Parking Fee. 2. A 10-minute grace period will be given to the user to make the payment. 3. A similar message will be sent 10 minutes prior to clamping/towing. 4. The back-end system, powered by smart camera analytics, will automate this communication. 5. Failure to receive a message does not exempt the user from penalties.	1. If the payment is made within the grace period, no violation will be recorded. 2. If the parking fee remains unpaid beyond the grace period, the system will flag the incident as a parking violation. 3. The marshal shall scan the vehicle number and clamp/immobilise the vehicle if notified. 4. Parking Marshal can suo-motto scan the vehicle number and check for valid booking. 5. In case of conflict, the marshal shall contact the Local Command Centre via walkie-talkie. The Local Command Centre will deploy the enforcement team to the spot for resolution. 6. If it remains unresolved, Local Command Centre will inform the PMU of CUMTA. The police officer present in PMU will coordinate with local police for backup. 7. Upon PMU sanction, the Enforcement/Towing team will

				tow the vehicle to the Impounding Site and hands it over to Security Guard with Acknowledgment 8. Security Guard will release the vehicle upon clearance from PMU/GCC
2	1. Parked in Non-Marked Slots 2. Parked in No-Parking Zones 3. Parked on Pedestrian Zones 4. Double-Parking in a single Slot	• Vehicle parked in areas not marked as parking zones. • Vehicle parked in designated No-Parking Zone. • Vehicle parked in areas marked for pedestrian movement. • Two or more vehicles parked within a designated parking slot in the Project Site	1. Marshal instructs user to remove vehicle immediately. 2. Upon such instruction, the user shall immediately remove the vehicle parked in any such location mentioned above. 3. Parking Marshal can raise the reports informing illegal parking in, No-Parking zone/area and request for clamping/towing.	1. If the vehicle remains beyond the issued instruction, the system will flag the incident as a parking violation. 2. The marshal shall scan the vehicle number and clamp/immobilise the vehicle if notified. 3. The clamping and immobilisation procedures, including fines, listed in Clause 6 of SCHEDULE-C shall apply to these infractions. 4. In case of conflict, the marshal shall contact the Local Command Centre via walkie-talkie. The Local Command Centre will deploy the enforcement team to the spot for resolution. 5. If it remains unresolved, Local Command Centre will inform the PMU of CUMTA. The police officer present in PMU will coordinate with local police for backup. 6. Upon PMU sanction, the Enforcement/Towing team will tow the vehicle to the Impounding Site and hands it over to Security Guard with Acknowledgment 7. Security Guard will release the vehicle upon clearance from PMU/GCC

(a) The Concessionaire must ensure vehicle safety during towing. Liability for any damage caused during towing rests entirely with the Concessionaire. Standard Operating Procedure set by GCC should be followed while towing.

(b) All towing operations shall be recorded via CCTV on the tow truck. Each tow truck to be GPS-enabled, with live tracking accessible to the Central Command Centre. Clamping and towing information must be uploaded immediately to the designated app and web portal by Parking Marshals and impound yard personnel.

(c) Release of Clamped/Towed Vehicles:

(i) Clamping equipment shall be removed upon clearance from PMU/GCC or when the vehicle is transferred for towing to the impound yard.

(ii) Vehicles will be released from the impound site upon clearance from PMU/GCC

6. **Parking Enforcement and Violation Fee**

Sl.No		Violation Type	Proposed Charges	Remarks
1	**No Parking Areas**			
	a	No-Parking Fine	Rs 500	MV ACT Section 201 (1)
	b	Towing Charges	2W: Rs 225	TN MV Rules 1989, Rule 382A
			4W: Rs 450	TN MV Rules 1989, Rule 382A
			LCV/HCV: Rs 800	TN MV Rules 1989, Rule 382A
	c	Impounding Charges	2W: Rs 500/Day	TN MV Rules 1989, Section 382 [No Limit specified; the vehicle owner shall be liable to make good the expenses/incurred]
			4W: Rs.1,000/Day	
			LCV/HCV: Rs.1,000/Day	
2	**Designated Parking Charges**			
	a	Clamping Charges	2W: Rs 100	**11 Minutes to 3 Hr**s: Only Parking Charges. **Beyond 3 Hrs up to 6 Hrs**: Parking Charges + Clamping [Nothing specified in MV Rules]
			4W: Rs 300	
			LCV/HCV: Rs 500	
	b	Towing Charges	2W: Rs 225	**After 6 Hrs**: Towing away TN MV Rules 1989, Rule 382A
			4W: Rs 450	
			LCV/HCV: Rs 800	
	c	Impounding charges	2W: Rs 500/Day	TN MV Rules 1989, Section 382 [No Limit specified; the vehicle owner shall be liable to make good the expenses/incurred]
			4W: Rs 1000/Day	
			LCV/HCV: Rs 1000/Day	
3	**Disposal of Impounded vehicle**		Up to 30 days: Towing + Impound charges	
			Beyond 30 days: Disposal through Auction	
Note: First 10 Minutes: free for Pick up/Drop off ***Clamping, impounding charges not specified in Act/Rules.*** ***The proposed charges are exclusive of GST***				

7. **Local Command Centre (LCC)**

(a) The Land for the Local Command Centre shall be provided by the Authority

(b) Components of the Local Command Centre (LCC):

The Concessionaire shall set up the LCC equipped with all necessary hardware and network infrastructure as specified in SCHEDULE-B, which shall be integrated with CUMTA's PIMS software. The Concessionaire shall provide uninterrupted access to the data collected to the Central Command Centre established by CUMTA.

(i) Centralized System with Surveillance screens for Monitoring: A large-scale Surveillance screens for real-time monitoring of parking spaces, enforcement activities, and system health.

(ii) Equipment Health Monitoring System: A dedicated system for monitoring the operational health of all hardware, ensuring predictive maintenance and minimizing downtime.

(iii) Local Data Storage and Backup Equipment: High-capacity storage systems for immediate data access and backup solutions to prevent data loss.

(iv) Local High-Performance Server: A robust server to handle analytics, high-speed data

processing, and critical applications.

(v) Local Basic Performance Server: A secondary server for non-critical applications, data logging, and basic operations.

(vi) Power Supply and Backup Systems: Continuous power supply, with redundancy through UPS systems and backup generators, to ensure uninterrupted operations.

(vii) Network Connectivity and Related Equipment: High-speed network connectivity with appropriate equipment, including switches, routers, and firewalls, to maintain secure and efficient communication.

(viii) **Ancillary infrastructure:** The Concessionaire shall be responsible for all the necessary ancillary infrastructure including but not limited to the office spaces, lockers, equipment storage rooms, and charging infrastructure for the Project Facilities/ Assets installed in the project site .

(c) Operational Responsibilities of the Selected Concessionaire:

(i) The Concessionaire shall:

a. Ensure smooth operation of all systems and equipment in the LCC in accordance with the Performance Standards for Maintenance set forth in SCHEDULE-E.

b. Maintain detailed logs of all operations, incidents, and maintenance activities, which shall be made available for audit by GCC.

(d) Functionality and Connectivity:

(i) The LCC shall serve as the nodal point for the availability of all online data and information collected from the Project Facilities/ Assets. Live Video Frame Capture and Transmission Requirement:

In addition to the live camera feed streaming, the Concessionaire shall implement a functionality within the Video Management System (VMS) to automatically extract and transmit images/frames from all the live CCTV camera feeds at defined intervals. Specifically:

a. Image/frame capture shall occur every 10 seconds. Image/frame capture shall be a dynamic feature that can be modified during system configuration.

b. The system shall support secure data transmission protocols to ensure the integrity and confidentiality of the video data.

c. This functionality must be seamlessly integrated into the existing VMS interface and operate without impacting live video monitoring or recording capabilities.

d. Concessionaire shall provide configuration flexibility for frame capture intervals and destination endpoints.

(ii) The Concessionaire shall ensure the continuous operation and maintenance of the Local Command Centre to meet the performance standards set by the Authority

(e) Power Requirement & Backup

(i) The Concessionaire will be responsible for installing and maintaining the electricity connection to the entire smart parking system, including all the Project facilities/ Assets, to ensure uninterrupted operations. Electricity consumption Bill, Data/Internet Connectivity cost of Smart Parking System shall be borne by the Concessionaire.

(ii) Power Backup Provisions: The Concessionaire must incorporate adequate provisions for power backup across the Smart Parking System to ensure seamless operation during power outages.

(iii) Data Protection & Disclosure

(i) The Concessionaire shall maintain strict confidentiality of the data collected from the Smart Parking system in accordance with Clause 6.5 of this agreement

SCHEDULE D: GO-LIVE/COMMISSIONING CERTIFICATE

1. I/We, The Greater Chennai Corporation in accordance with the Concession Agreement dated _____(the "Agreement"), for Selection of Concessionaire for Supplying, Installing Commissioning, Manning, Operating and Maintaining of Smart Parking Solutions for: Anna Nagar in Chennai Metropolitan Area on PPP Model (the "Project") through _____(Name of Concessionaire), hereby certify that relevant tests have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I/We am/are satisfied that the Project can be safely and reliably placed in service of the Users thereof.

2. It is certified that, in terms of the aforesaid Agreement, all works forming part of the Project have been completed, and the Project is hereby declared fit for entry into operation on this the ****day of **** 20**.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Authority by:

(Signature)

(Name)

(Designation)

(Address)

AGREED, ACCEPTED AND SIGNED

For and on behalf of the Concessionaire by:

(Signature)

(Name)

(Designation)

(Address)

SCHEDULE E: MAINTENANCE REQUIREMENTS

The overall responsibility of the Concessionaire with respect to operations and maintenances shall be in line with the objective and scope of work as detailed in SCHEDULE-C of this agreement. The maintenance or operational requirement for meeting out the Operation & Maintenance Obligations and the requirement of the authority shall be the responsibility of the Concessionaire.

1. **Parking Areas and Parking Fee Collection**

   (a) The Concessionaire shall collect the parking fee generated from their designated parking area in Anna Nagar, Chennai as specified in SCHEDULE-G.

   (b) The Concessionaire shall ensure that the Digital Payments are facilitated through the universal Smart Parking Application developed by CUMTA.

   (c) The Concessionaire shall ensure the availability of multiple Digital payment options for users, including but not limited to:

      a. Debit and credit card payments.
      b. Mobile payment platforms
      c. Unified Payment Interface (UPI) or other real-time payment systems.
      d. Net banking or other electronic payment methods.

   (d) The Concessionaire shall, upon receiving approval from the Authority, exempt Government Vehicles/Emergency Vehicles/other VIP Vehicles from paying the proposed parking fee.

   (e) In the case any special occasion/event organised by the Government of Tamil Nadu/ Urban Local Body (for example: Happy streets) the Authority at its sole discretion can declare free parking slots within the project site. For this period the Parking slots will deemed to be unavailable to the Concessionaire and the same will be incorporated in the formula set forth in SCHEDULE-L

   (f) Parking Reservations or any other schemes like monthly permits shall be decided under the sole discretion of the Authority.

2. **Traffic Management**

   The Concessionaire shall provide adequate number of signages as approved by the authority for vehicular movement for parking, no parking zones, display for number of parking slots available at key road junctions, providing overall status for the users, to provide for the data on real time basis as per requirement of authority in the specified formats

3. **Staffing and Personal Training**

   Concessionaire shall ensure to employ adequate staff required for operation, maintenance and management of the Project site as prescribed in the Parking Execution Plan approved by the Authority and as specified in Clause 6.7 of this agreement.

4. **Responsibility for Utilities and Operational Resources**

   The Concessionaire shall be solely responsible for arranging and bearing all costs associated with the provision and consumption of utilities and resources required for the operation and maintenance of the Smart Parking Management System in accordance with the provisions of this agreement.

5. **Data Security and Breach Management**

(a) The Concessionaire shall maintain strict confidentiality of the data collected from the Smart Parking system in accordance with Clause 6.5 of this agreement

(b) Concessionaire should comply with all prevailing and newly-issued data security and data privacy regulations enacted by Govt. of India and Govt. of Tamil Nadu.

6. **Reporting obligations**

(a) The Concessionaire shall monitor the progress of all the activities specified in the Concession Agreement and submit fortnightly and monthly progress report about various aspect of the work to the Authority. The Authority on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 1 hard copy, along with 1copy of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be prescribed by the Authority.

(b) The Concessionaire shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Concessionaire shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Authority or its representative that the actual progress of work does not conform to the approved programme the Concessionaire shall produce at the request of the Authority's representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

7. **Equipment and documents prepared by the Concessionaire**

Equipment's and documents prepared by the Concessionaire to be property of the Authority

(a) All equipment's installed as stated under the scope of the work of the Concessionaire along with parking data, reports and other documents (collectively referred to as "Service Documents") collected / prepared by the Concessionaire in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such software's developed and Service Documents prepared shall vest with the Authority. Any equipment installed, and Service Document prepared, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such equipment is installed, software is developed and Service Document is created and the Concessionaire agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Concessionaire.

(b) The Concessionaire shall, not later than termination or expiration of this Agreement, deliver all equipment and Service Documents to the Authority, together with a detailed inventory thereof. The Concessionaire may retain a copy of such Service Documents. The Concessionaire shall not use these Service Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

(c) The Concessionaire shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such equipment's and Service Documents, or due to any breach or failure on part of the Concessionaire or its Sub-Agencies or a Third Party to perform any of its duties or obligations

in relation to securing the aforementioned rights of the Authority.

8. **Accuracy of documents**

The Concessionaire shall be responsible for the accuracy of the data produced by it directly or from its Associates/Authorities, reports, other documents and all other details prepared by it as part of these services. Subject to the provisions of this SCHEDULE-E, it shall indemnify the Authority against any deficiency in its work which might surface during course of the services, if such deficiency is the result of any negligence or inadequate due diligence on part of the Concessionaire or arises out of its failure to conform to good industry practice. The Concessionaire shall also be responsible for promptly correcting the same at its own cost and risk.

9. **Performance Standards for Maintenance**

The purpose of this Performance Standards for Maintenance is to clearly define the levels of service to be provided by the Concessionaire to the Authority during the Implementation and Concession period. Timelines and deployment of resources shall constitute the Performance Standards for delivery of required services during the Concession period.

9.1. **Performance Standards for Maintenance and Penalties**

The Authority shall impose penalties on the Concessionaire for not meeting the Performance standards for Maintenance as detailed below for the duration of this agreement (during the Implementation and Concession period) These Performance standards for Maintenance shall be used to evaluate the timelines for completion of deliverables that are listed in the Project Deliverable set forth in SCHEDULE-C. For delay in submission of the deliverable mentioned in the proposal in SCHEDULE-C, the Concessionaire would be charged with penalty as specified hereunder

(a) The Concessionaire shall agree and acknowledge that at all times during the Concession Period, the Project is maintained in accordance Performance Standards for Maintenance. Definitions and terms provided in this document shall apply alongside the following key categories of Performance standards for Maintenance:

(i) Implementation & Operationalisation

(ii) Hardware Components & Equipment's

(iii) Operation and Maintenance

(iv) Parking Management and Security

(b) Commencement of Performance standards for Maintenance: The Performance standards for Maintenance shall be applicable from the date of signing of concession agreement (Effective Date). Penalties for non-compliance will be deducted from the subsequent payment milestone associated with the relevant activity during the Concession period.

(c) The Performance standards for Maintenance may be reviewed and updated every month for the entire concession period through a joint review and assessment of performance metrics and Performance Standards.

(d) The selected Concessionaire must strictly adhere to the agreed Performance standards for Maintenance requirements for Smart Parking management, ensuring the effective operation of parking areas as per defined metrics.

S.No	Defined Parameter	Required Performance Standards	Validation Procedure	Penalty
1	**Implementation & Operationalisation**			
A	**Adherence to the planned schedule of operationalization:** i. Concessionaire selected must ensure that agreed Parking facilities are supplied, installed & functional along with integration parking software as per the scheduled timelines. ii. The Concessionaire must Submit network map of all the assets, wiring (power & data) in GIS within the implementation period iii. Concessionaire should create all the parking slots, no-parking zone, etc and other configuration in CUMTA's (Parking Information Management System) software. Slot Updation thereon should also be done by the concessionaire as and when required.	Within 150 (one hundred and fifty) days from the date of signing of the Concession Agreement.	Milestone tracking reports, inspection, and testing for each operationalization of equipment shall be conducted by the Authority.	As per Clause 4.3 Condition Precedent
2	**Hardware components & Equipment**			
A	**Replacement of faulty Smart Parking each fixture/feature:** Each faulty Parking facilities that	The faulty Smart Parking fixtures/features shall be replaced immediately.	Acknowledgement by the authorized representative of the Authority.	Rs. 2000/- per day delay, subject to a maximum of Rs. 20,000/-.

S.No	Defined Parameter	Required Performance Standards	Validation Procedure	Penalty
	cannot be repaired at the site shall be replaced by the selected Concessionaire within the defined duration.			
B	**Impounding Area Security Cameras** The Concessionaire shall install and ensure the integration of all cameras with the Authority's software for the surveillance activities within the Impounding Area premises	Cameras must be operational 24/7, with clear coverage of all areas.	Monthly functionality checks and footage review by the Authority	Rs.10,000 /- per day of failure subject to maximum of Rs.1,00,000/- in a month
C	**Live Tracking of Impounded Vehicles:** The Concessionaire shall ensure and make available the live tracking of: i. vehicles being towed to the impounding site, ii. all activities within the Impounding Area premises	Real-time visibility of all vehicles being towed to the impounding site and transparency in all activities within the Impounding Area premises	Footage review, maintenance records, and acknowledgement by the authorized representative of the Authority.	Rs.10,000 /-per day of failure subject to maximum of Rs.1,00,000/- in a month
D	**Parking Signage and Road & Slot Markings** The Concessionaire shall supply dynamic PIS/VMS, signage and implement marking for parking spaces	Clear, visible signage for traffic flow, parking rules, and regulations shall be provided. Additionally, clear markings for parking spaces, walkways, and lanes shall be carried out by the Concessionaire.	Visual inspections, audits of signage conditions, and maintenance records on monthly basis	Rs.5,000 /-per day of failure subject to maximum of Rs.1,00,000/- in a month
E	**POS Functionality:** The Concessionaire must ensure the functionality of the POS machine rented with – uninterrupted	The POS machines rented must be operational during operational 14 hours per day throughout the Concession period	Through reports, monthly inspection & investigation, data feed streaming, and other means	Rs.10,000 /-per day of failure subject to a maximum of Rs.50,000/- in a week

S.No	Defined Parameter	Required Performance Standards	Validation Procedure	Penalty
	internet connection during operational 14 hours per day with camera to scan the Number plates and a charging facility			
F	**Camera Vision Coverage**: i. Cameras should be installed to cover all designated parking slots and no parking zones. Coverage angle, Resolution of the image and frequency of transmission will be defined by GCC. ii. The concessionaire shall ensure the continuous operation of all the installed cameras within the project site, throughout the Concession period. iii. All the cameras to be integrated with CUMTA's (Parking Information Management System)software and to the edge-devices installed in the site via RTSP or any other protocol defined by GCC.	Cameras installed should cover all the parking slots and no parking areas 24/7	Through streaming reports, Monthly inspection & investigation, data feed streaming and other means	Rs.10,000 /-per day of failure subject to a maximum of Rs.50,000/- in a week
G	**Bodycam Functionality:** The Concessionaire must ensure the functionality of the Bodycam's audio, video, GPS tracking	The Bodycams given to the human resources must be operational during operational 14 hours per day throughout the concession period	Through streaming reports, monthly inspection & investigation, data feed streaming, and other means	Rs.10,000 /-per day subject to maximum of Rs. 50,000/- in a week

S.No	Defined Parameter	Required Performance Standards	Validation Procedure	Penalty
H	**Walkie Talkie Functionality:** The Concessionaire must ensure the functionality of the Walkie Talkie audio,	The Walkie Talkie given to the Parking Marshals/ Supervisors & Manager must be operational during operational 14 hours per day throughout the concession period	Through streaming reports, monthly inspection & investigation, data feed streaming, and other means	Rs.10,000 /-per day subject to maximum of Rs. 50,000/- in a week
I	**Servers Functionality:** The Concessionaire shall ensure adequate serves be installed in the Local command centre and is operational 14 hours per day throughout the concession period	The concessionaire shall install and maintain adequate servers as per the approved network asset plan for data storage and management **operational** 14 hours per day throughout the concession period	Performance Audits/Monthly Inspection / Random checking by the authorized representative of the Authority / Complaint by visitors / other means	Rs.10,000 /-per day subject to maximum of Rs. 50,000/- in a week
3	**Operation and Maintenance**			
A	**Parking marshal Deployment:** Concessionaire shall deploy Parking Marshal according to SCHEDULE-C for the Management of Parking.	At any point of time during the Authorised Parking Management Operational hours the Concessionaire should deploy the Human Resource as prescribed in the Parking Execution Plan set forth Clause 4.1.3	Live GPS feed from Body Camera, Like walkie-talkies and prompt response, Attendance, Monthly report, surprise inspection / other means	Rs. 5,000/- per resource per day up to a maximum of Rs.50,000/- in a Week
B	**Deployment of Towing personnel, Supervisors, Area managers, technical support staff, Local command centre personnel and security personnel:** Concessionaire shall deploy the Human resource required for the Management of Parking.	At any point of time during the Authorised Parking Management Operational hours the Concessionaire should deploy the Human Resource as prescribed in the Parking Execution Plan set forth Clause 4.1.3	Camera, walkie-talkies and prompt response, Attendance, Monthly report, surprise inspection / other means	Rs. 5,000/- per resource per day up to a maximum of Rs.50,000/- in a Week
C	**Promptness of Parking Marshal / Supervisor/all Human resources deployed for the project:**	Parking Marshal/Supervisor should be in official uniform (as designed by the Authority) and wear ID cards at all times	Grievance Report / Monthly Inspection / Random checking by the authorized	Unavailability of onsite parking Marshal continuously for a longer

S.No	Defined Parameter	Required Performance Standards	Validation Procedure	Penalty
	Parking Marshal / Supervisor deployed part of this project shall always maintain the utmost discipline and be prompt at all times. **(Half an hour break for rest per shift is permitted)** Concessionaire shall deploy an alternative resource in the temporary absence of the deployed resource (Temporary Absence exceed than 1 hr in a shift)	during duty/working hours. Should always be polite and escalate any grievance or issues to the concerned Authority through the proper channel & protocol. Note: Excluding instances of Parking lot being non- operationalised in line with Point 3 (E) of this table	representative of the Authority / Complaint by visitors / other means	period than the permitted temporary break in a shift: Rs.5,000 /- subject to a maximum of Rs.1,00,000/- in a month
D	**Parking Fee Collection and Customer Assistance:** Parking Marshal / Supervisor deployed part of this project shall promptly collect the parking charges and provide the necessary Customer assistance for the Smooth O&M of the Project	The Concessionaire shall ensure that the Parking Marshals/ Supervisors deployed in the project site promptly collect the parking charges collected and also provide necessary information and directions for the smooth vehicle movement and O&M within the parking area.	Verified Grievance Report / Monthly Inspection / Random checking by the authorized representative of the Authority / Complaint by visitors / other means	Rs.2,000 /-per instance, subject to a maximum of Rs. 1,00,000/- in a week
E	**Overcharging or unrecorded collection of parking revenue:** If the Concessionaire or any representatives are found overcharging users or collecting unrecorded parking revenue	Charging over and above the Parking Fee / Parking Fines / Towing charges / Clamping charges / Other applicable charges or collection of any such charges that are unrecorded in POS	Verified Grievance Report / Monthly Inspection / Random checking by the authorized representative of the Authority / Complaint by visitors / other means	Rs.25,000 /-per instance, subject to a maximum of Rs. 2,00,000/- in a week
F	**Parking enforcement:** Vehicles	The concessionaire shall ensure that no	Inspection / Random checking	Rs.2,000 /-per instance,

S.No	Defined Parameter	Required Performance Standards	Validation Procedure	Penalty
	parked in non-designated parking area shall be removed	parking occurs in the non-designated area during the operational hours.	by the authorized representative of the Authority / Complaint by visitors / other means	subject to a maximum of Rs. 1,00,000/- in a week
H	**Operational hours**: The Parking lot shall be operational during 14 operational hours per day throughout the year.	Selected Concessionaire must ensure that the parking is operational 14 hours per day and throughout the year during the concession period. *Note: Exclusion in case specifically instructed by the Authority.*	Through periodic reports submitted by the Concessionaire/ Camera feed from the streets / Body Cam GPS feeds/ Camera feeds/ Random checking by the authorized representative of the Authority / Complaint by visitors / other means	Rs 20,000/- penalty for every day, subject to maximum of R.2,00,000/- (for a month).
I	**Shift Timing:** The shift timings as decided by both parties as specified in clause 6.7.6 shall be adhered to	The selected Concessionaire must ensure that a single marshal is not working continuous shifts in a day.	Through Attendance reports, Random checking by the authorized representative of the Authority/other means	Rs 5,000/- penalty for every day, subject to maximum of R.1,00,000/- (for a month).
J	**Grievance & Complaints:** Grievances and Complaints raised. Dedicated team to handle grievances to be deployed by the Concessionaire. Toll free number to be arranged by the Concessionaire	Any Complaints raised by the user or the public against Concessionaire / Concessionaires Human Resource pertaining to this project	Grievance Report / Authority's Enquiry Report / Police Investigation Report / other means	The concessionaire should rectify within 48 Hrs. Rs. 2,000/ for every occurrence upto a maximum of Rs.50,000/- continuous for a months.

S.No	Defined Parameter	Required Performance Standards	Validation Procedure	Penalty
K	**Data Protection & System Security** The Concessionaire shall undertake the necessary technical and organizational measures to prevent unauthorized data sharing, data leakages, security breaches, etc. Prevailing Cyber Policy data protection & data security policy and guidelines by Govt. of TN & Govt. of India should be adhered strictly.	Data and security compliance of the system shall be 100%.	Monthly audits of data storage and backup, system security, network and communication equipment.	Unauthorized Data Disclosure: Rs 25,000 / - fine per instance (if encountered during site inspection or reported by any user through grievance portal) and subject to a maximum of Rs.1,00,000/- in a month.
L	**Discrepancy in the Data Received or Information Collated** Any discrepancies in the Data Received or Information Collated found against the Concessionaire	The Concessionaire must ensure that the Data sent is consistent with the actual parking scenario observed during the operational 14 hours per day throughout the Concession period	Inspection by the authorized representative of the Authority /other means at any point of time.	Rs.10,000 / - per instance (if encountered during inspection or reported by any user through grievance portal), subject to a maximum of Rs.1,00,000/- in a month

(e) Concessionaire shall ensure that no damage is done to the existing public utility and service lines during the Installation, Operation and Maintenance of the Project site throughout the concession period. In the instances of any damage observed the concessionaire shall be liable to rectify the damage and pay a penalty of Rs 5000/- instance subject to a maximum of Rs.1,00,000/-

(f) The Performance standards for Maintenance penalty limits mentioned in this SCHEDULE-E constitute the maximum threshold of Performance Standards Benchmark. Beyond which will result in an Event of Default followed by Termination.

(g) In addition to the penalties as specified above, warning may be issued to the Concessionaire for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including termination of this agreement and debarring for a specified period may also be initiated as per policy of the Authority.

SCHEDULE F: SAFETY REQUIREMENTS

1. Safety Requirements

1.1 Guiding principles

(a) 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.
(b) Safety Requirements apply to all phases of operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.
(c) Safety Requirements include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response, with particular reference to the Safety Guidelines specified in of this SCHEDULE-F.

1.2 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) provisions of this Agreement;
(c) relevant Standards/Guidelines contained in nationally accepted codes; and
(d) Good Industry Practice.

1.3 Safety measures during Operation Period

The Concessionaire shall submit to the Authority before the 31st (thirty first) May of each year, an annual report (in 3 (three) copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Accounting Year and the measures taken by the Concessionaire pursuant to the provisions of of this SCHEDULE-F for averting or minimizing such accidents in future.

2. Costs and expenses

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of this SCHEDULE-F, shall be borne by the Concessionaire in accordance with the provisions of this agreement.

3. Safety Guidelines

3.1 System integrity

In the installation of the Project and Project facilities, particular care shall be taken to minimize the likely incidence of failure.

3.2 Deleted

3.3 Emergency

A set of emergency procedures shall be formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during emergency.

3.4 Fire safety

To prevent fire in the Project, the Concessionaire shall use fire resistant materials in the operation and maintenance thereof and shall avoid use of materials which are to some extent flammable, or which emit smoke and harmful gases when burning.

3.5 Surveillance and Safety Manual

The Concessionaire shall, no later than 90 (ninety) days prior to Commercial Operation Date, evolve and adopt a manual for surveillance and safety of the Project, in accordance with Good Industry Practice, and shall comply therewith in respect of the security and safety of the Project, including its gate control, sanitation, fire prevention, environment protection.

3.6 Watch and Ward

The Concessionaire shall, at its own expense and in accordance with Good Industry Practice, provide and maintain all lighting, watch and ward arrangements for the safety of the Project and all persons affected by it.

SCHEDULE G: RATES OF PARKING FEE

a. For two wheelers
Every Hour: INR 15 including GST

S.no (A)	Parking Duration (B)	Number of Vehicles parked in the quarter for which fee is to be adjusted (C)	Parking fees per vehicles as per agreement in INR (excl. GST) (D)	Actual Parking fee levied by the Authority in INR (E)	Revenue in INR as per Parking Fee in column (D) (F)= (C)*(D)	Revenue in INR as per Parking Fee in column (E) (G)= (C)*(E)	Adjustments to Annual Concession Fee (H) = (G) -(F)
1	1 hours						
2	2 hours						
	3 hours						
	4 hours						
	5 hours						
	6 hours						
	7 hours						
	…						
	…						
	…						
	n hours						
Grand Total amount to be adjusted							

b. For four wheelers
Every Hour: INR 40 including GST

S.no **(A)**	**Parking Duration** **(B)**	**Number of Vehicles parked in the quarter for which fee is to be adjusted** **(C)**	**Parking fees per vehicles as per agreement in INR (excl. GST)** **(D)**	**Actual Parking fee levied by the Authority in INR** **(E)**	**Revenue in INR as per Parking Fee in column (D)** **(F)= (C)*(D)**	**Revenue in INR as per Parking Fee in column (E)** **(G)= (C)*(E)**	**Adjustments to Annual Concession Fee** **(H) = (G) -(F)**
1	1 hours						
2	2 hours						
	3 hours						
	4 hours						
	5 hours						
	6 hours						
	7 hours						
	…						
	…						
	…						
	n hours						
Grand Total amount to be adjusted							

Note:

i. Recommended pricing, Incentives in parking fees shall be offered to promote digital payment
ii. Auto parked in a designated slot for car parking will be charged fees pertaining to car parking as mentioned in the table (fees as and when revised by the authority)
iii. Government Vehicles/ Emergency Vehicles/other VIP Vehicles, as decided by GCC, maybe exempted from the Parking fee

SCHDEULE H: DELETED

SCHEDULE I: PERFORMANCE SECURITY

To,

<Insert Designation and Address of the Authority>

WHEREAS:

A. _____(the "**Concessionaire**") and _____ The Greater Chennai Corporation having its principal office at Chennai, Tamil Nadu (the "**Authority**") having to enter into a Concession Agreement (the "**Agreement**") for the "***Supplying, Installing Commissioning, Manning, Operating and Maintaining of Smart Parking Solutions for Anna Nagar in Chennai Metropolitan Area on PPP Model***" (the "**Project**") including any extension in Concession Period, subject to and in accordance with the provisions of the Agreement.

B. The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs.1,00,00,000 [Rupees One Crore 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 _____(mention designation of the officer) in the Greater Chennai 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 fulfilment, 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 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 within 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 Concession 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 J: NON- DISCLOSURE AGREEMENT

(200 Rs NJ stamp paper)

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the monthof [month], [year], between, The Greater Chennai Corporation the one hand, (hereinafter called the "GCC") and, on the other hand, [Name of the Concessionaire] (hereinafter called the "Concessionaire") having its registered office at [Address]

WHEREAS

I. The "GCC" has issued a public notice inviting various organizations for provision of "**Supplying, Installing Commissioning, Manning, Operating and Maintaining of Smart Parking Solutions for Anna Nagar in Chennai Metropolitan Area on PPP Model**";

II. The Concessionaire, having represented to the "GCC" that it is interested to bid for the proposed Project,

III. The GCC and the Concessionaire agree as follows:

A) In connection with the "Project", the GCC agrees to provide to the Concessionaire a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the GCC operations that are considered confidential

IV. The Concessionaire shall have no obligation to preserve the confidential or proprietary nature of any information which:

A) was previously known to the Concessionaire free of any obligation to keep it confidential atthe time of its disclosure as evidenced by the Concessionaire's written records prepared prior to such disclosure; or

B) is or becomes publicly known through no wrongful act of the Concessionaire; or

C) Is independently developed by an employee, agent or contractor of the Concessionaire notassociated with the Project and who did not have any direct or indirect access to the information.

V. The Agreement shall apply to all information relating to the Project disclosed by the GCC to the Concessionaire

VI. GCC will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

VII. GCC reserves the right to share the information received from the Concessionaire under the ambit of RTI Act provided GCC shall intimate the agency before sharing the information of Agency to any other person under law.

VIII. Nothing contained in this Agreement shall be construed as granting or conferring rightsof license or otherwise, to the Concessionaire, on any of the information. Notwithstanding the disclosure of any information by the GCC to the Concessionaire, the GCC shall retain all intellectual property and proprietary rights (if any) in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the GCC is either granted or implied by the conveying of information. The Concessionaire shall not alter or obliterate any trademark, trademark

notice, copyright notice, confidentiality notice or any notice of any other proprietary right of theGCC on any copy of the information and shall reproduce any such mark or notice on all copies of such information.

IX. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.

X. Upon written demand of the GCC, the Concessionaire shall (i) cease using the information,

A) return the information and all copies, notes or extracts thereof to the GCC forthwith after receipt of notice, and (iii) upon request of the GCC, certify in writing that the Concessionaire has complied with the obligations set forth in this paragraph.

XI. This Agreement constitutes the entire Agreement between the GCC and the Concessionairerelating to the matters discussed herein and supersedes all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

XII. Confidential information is provided "As-Is". In no event shall the GCC be liable forthe accuracy or completeness of the confidential information.

XIII. This agreement shall benefit and be binding upon the GCC and the Concessionaire and theirrespective subsidiaries, affiliate, successors and assigns.

XIV. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the

Concessionaire

(Signature)

(Name of the authorized

Signatory)Designation:

Date:

Time:

Seal:

Business Address:

SCHEDULE K: VESTING CERTIFICATE

[The] represented by (the "**Authority**") refers to the Concession Agreement dated ..... (the "**Agreement**") entered into between the Authority and ..... (the "**Concessionaire**") for the Project i.e. ***Supplying, Installing Commissioning, Manning, Operating and Maintaining of Smart Parking Solutions for Anna Nagar in Chennai Metropolitan Area on PPP Model.***

The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 24.1 of the Agreement, on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and interest of the Concessionaire in or about the Project facilities shall be deemed to have vested unto the Authority, free from any Encumbrance, charges and liens whatsoever.

Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this …..day of....., 20.... at…….

AGREED, ACCEPTED AND SIGNED	AGREED, ACCEPTED AND SIGNED
For and on behalf of Concessionaire by:	For and on behalf of Authority by:
(Signature)	(Signature)
(Name) (Designation) (Address)	(Name) (Designation) (Address)

In the presence of:

1. 2.

SCHEDULE L: ADJUSTMENTS TO ANNUAL CONCESSION FEE

The amount to be adjusted in the Concession Fee Payable for the subsequent Quarter by operator, due to change in Scope by the Authority shall be computed as per the following formulas:

1. For 2-wheelers

$$\text{Amount to be adjusted in the Concession Fee payable for the } \textbf{prevailing} \text{ Quarter} = \frac{\text{Prevailing Concession Fee for the Quarter} * \text{Increase or Decrease of No. of parking spaces} * \text{Effective No. of operational hours available/unavailable in respective quarter} * 40\%}{2037 * \text{No of Operational Hours in Quarter}}$$

2. For 4-wheelers

$$\text{Amount to be adjusted in the Concession Fee payable for the } \textbf{prevailing} \text{ Quarter} = \frac{\text{Prevailing Concession Fee for the Quarter} * \text{Increase or Decrease of No. of parking spaces} * \text{Effective No. of operational hours available/unavailable in respective quarter} * 60\%}{1{,}705 * \text{No of Operational Hours in Quarter}}$$

Total amount to be adjusted for prevailing Quarter: LHS of (1) + LHS of (2)

Illustration

The following may be assumed:

S.No	Particular	@ 100% operations	Assumed Scenario
1	Prevailing Concession Fee for the Quarter	As quoted by bidder	As quoted by Bidder
2	No. of 2-wheeler parking ECS	**2,037 spaces**	Assuming 679 spaces are Unavailable
3	Effective Operational Hours	90 days * 14 Operational hours = **1,260 hours**	Assuming parking spaces above (pt.2) is unavailable for 45 days (630 hours)

In the event of the aforementioned scenario of 2-wheeler parking space's partial unavailability during a quarter, the formula is resolved in the following steps:

Amount to be adjusted in the Concession Fee payable for the **prevailing** Quarter	=	$\frac{\text{Prevailing Concession Fee for the Quarter * Increase or Decrease of No. of parking spaces * Effective No. of operational hours available/unavailable in respective quarter * 40\%}}{\text{2037 * No of Operational Hours in Quarter}}$
Amount to be adjusted in the Concession Fee payable for the **prevailing** Quarter	=	$\frac{\text{Prevailing Concession Fee for the Quarter * 679 * 630 * 40\%}}{\text{2037 * 1,260}}$
Amount to be adjusted in the Concession Fee payable for the **prevailing** Quarter	=	Prevailing Concession Fee * 40% * 1/3 * 1/2
	=	Prevailing Concession Fee Attributable to 2-wheelers * 1/6
Amount to be adjusted in the Concession Fee payable for the prevailing Quarter	=	16.67% of Prevailing Concession Fee Attributable to 2-wheelers

Therefore, unavailability of 679 two-wheeler parking spaces, for half the operational hours results in a reduction of 16.67% of the Concession fee attributable to two-Wheelers.

The same may be repeated for 4-Wheelers.

SCHEDULE M: PROVISIONAL CERTIFICATE

I/We,…… (Name of the Administrative Officer), acting as Administrative Officer of the Authority, under and in accordance with the Concession Agreement Dated _____(the "Agreement"), for Supplying, Installing Commissioning, Manning, Operating and Maintaining of Smart Parking Solutions for Anna Nagar in Chennai Metropolitan Area on PPP Model for a period of 5 years, through _____(Name of Concessionaire), hereby certify that the inspection specified in ARTICLE 12 and SCHEDULE-M of the Agreement have been undertaken for the Project/section _____ of the Project to determine compliance thereof with the provisions of the Agreement.

Installation of equipments forming part of the Project/section of the Project that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. [Some of the incomplete works have been delayed as a result of reasons attributable to the Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire,] I/We am/are satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project/section…….. of the Project, pending completion thereof.

In view of the foregoing, I/We am/are satisfied that the Project/section of the Project can be safely and reliably placed in commercial service thereof, and in terms of the Agreement, the Project/section of the Project is hereby provisionally declared fit for entry into commercial operation on this the ____ day of _____ 20_____

ACCEPTED, SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF CONCESSIONER by:	FOR AND ON BEHALF OF AUTHORITY (Administrative Officer) by:
(Signature) (Name and Designation) (Address)	(Signature) (Name and Designation) (Address)

SCHEDULE N: ANNUAL CONCESSION FEE

Year of Operation	Annual Concession Fee
Year 1 *(Finalized Quote of the Concessionaire)*	
Year 2 *(5% increase from Year 1)*	
Year 3 *(5% increase from Year 2)*	
Year 4 *(5% increase from Year 3)*	
Year 5 *(5% increase from Year 4)*	

(There is a 5% increase in the Annual Concession Fee YoY)