

OPERATION OF PRIVATE STAGE CARRIAGE
SERVICES IN DELHI

CONCESSION AGREEMENT
CLUSTER No. 13

DEPARTMENT OF TRANSPORT
GOVERNMENT OF NATIONAL CAPITAL
TERRITORY OF DELHI

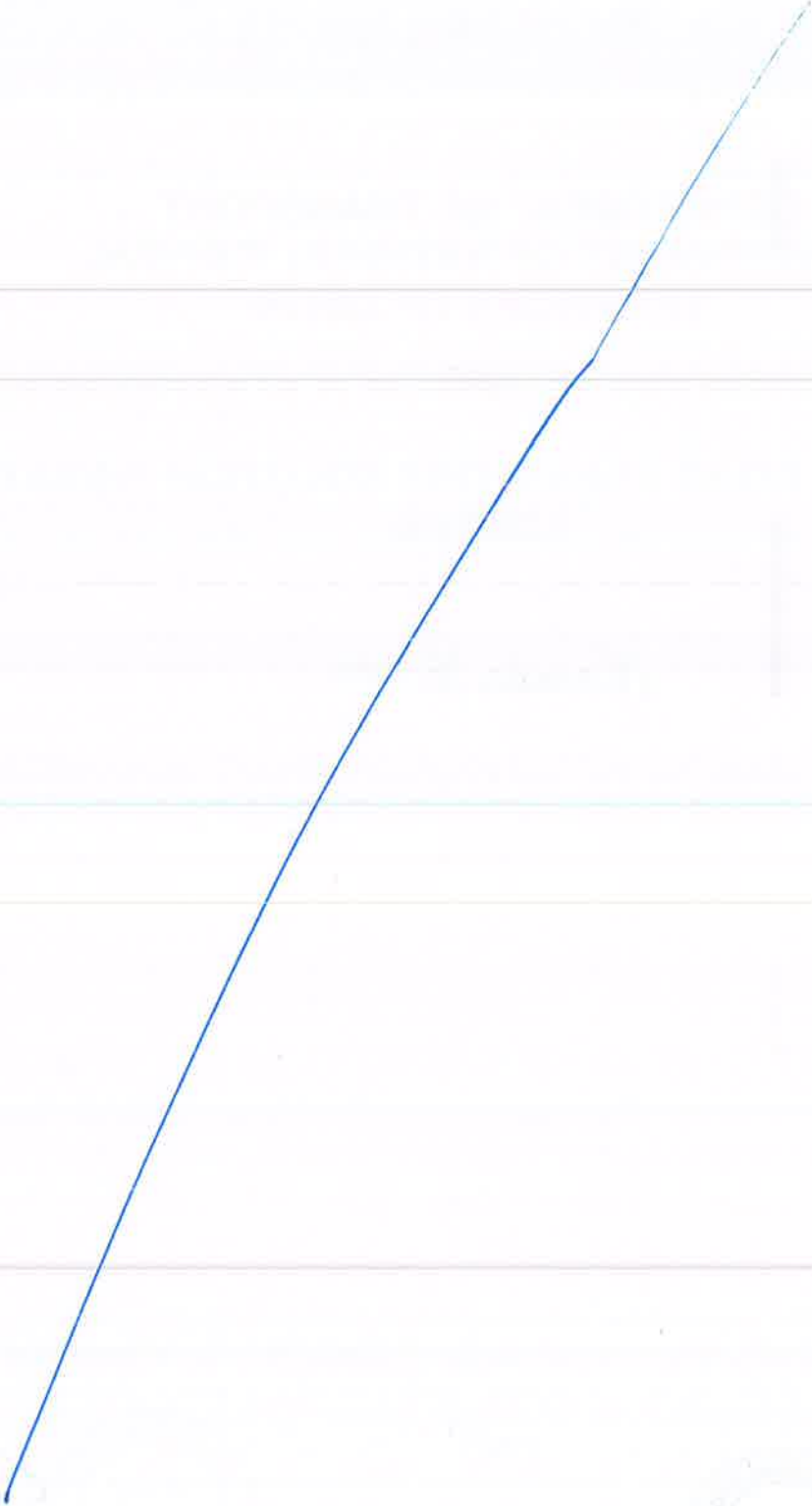
AND

ANTONY ROAD TRANSPORT SOLUTION PRIVATE
LIMITED

November 16, 2018



1



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**CONCESSION
AGREEMENT**

between

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

and

**M/S ANTONY ROAD TRANSPORT SOLUTION PRIVATE LIMITED
("Concessionaire")**

FOR OPERATION OF PRIVATE STAGE CARRIAGE SERVICES IN DELHI

Cluster No. 13

November, 16 2018



Page 2



1



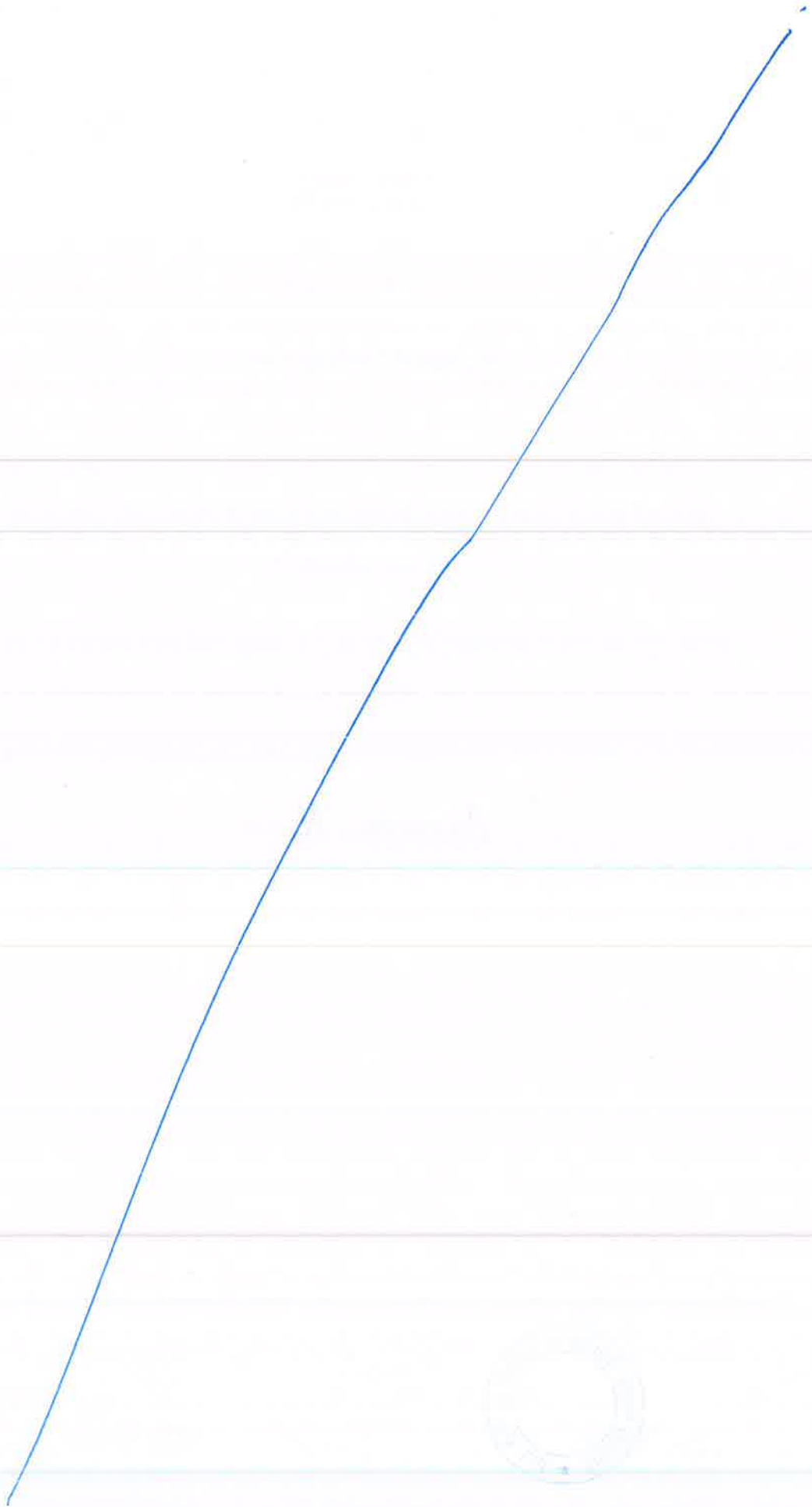


TABLE OF CONTENTS

ARTICLE 1 - Definitions and Interpretations

ARTICLE 2 Concession

ARTICLE 3 - Operation of the Concession

ARTICLE 4 - Revenues

ARTICLE 5 - Obligations of DoT

ARTICLE 6 - Obligations of IM

ARTICLE 7 - Rights and Obligations of the Concessionaire

ARTICLE 8 – Service Level Requirements

ARTICLE 9 – Performance Security

ARTICLE 10 – Project Milestones and COD

ARTICLE 11 – Financing Arrangements

ARTICLE 12 – Employee Benefits, Health, Welfare and Safety

ARTICLE 13 – Safety and Security

ARTICLE 14 – Fare Collection System

ARTICLE 15 – Insurance

ARTICLE 16 – Force Majeure

ARTICLE 17 – Events of Default and Termination of the Concession

ARTICLE 18 - Representations, Warranties and Disclaimer

ARTICLE 19 – Handback

ARTICLE 20 – Indemnity and Liability

ARTICLE 21 – Personnel Under the Concessionaire

ARTICLE 22 – Dispute Resolution mechanism

ARTICLE 23 – Assignment, Charges and Sub-Contracting

ARTICLE 24 - Miscellaneous



SCHEDULES

Schedule 1	Cluster Operations Details
Schedule 2 and Schedule 2A	Specifications
Schedule 3	Operational Parameters, Monitoring and Performance Adjustments
Schedule 4	Substitution Agreement
Schedule 5	Payment of CYF
Schedule 6	Implementation Plan
Schedule 7	Performance Security
Schedule 8	Vesting Certificate
Schedule 9	Depot Details
Schedule 10	Change in Ownership





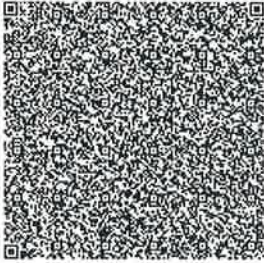
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Government of National Capital Territory of Delhi

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Certificate No. : IN-DL99288345984889Q
Certificate Issued Date : 02-Nov-2018 11:28 AM
Account Reference : IMPACC (IV)/ dl954403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL95440303883803041846Q
Purchased by : ANTONY ROAD TRANSPORT SOLUTIONS PVT LTD
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ANTONY ROAD TRANSPORT SOLUTIONS PVT LTD
Second Party : Not Applicable
Stamp Duty Paid By : ANTONY ROAD TRANSPORT SOLUTIONS PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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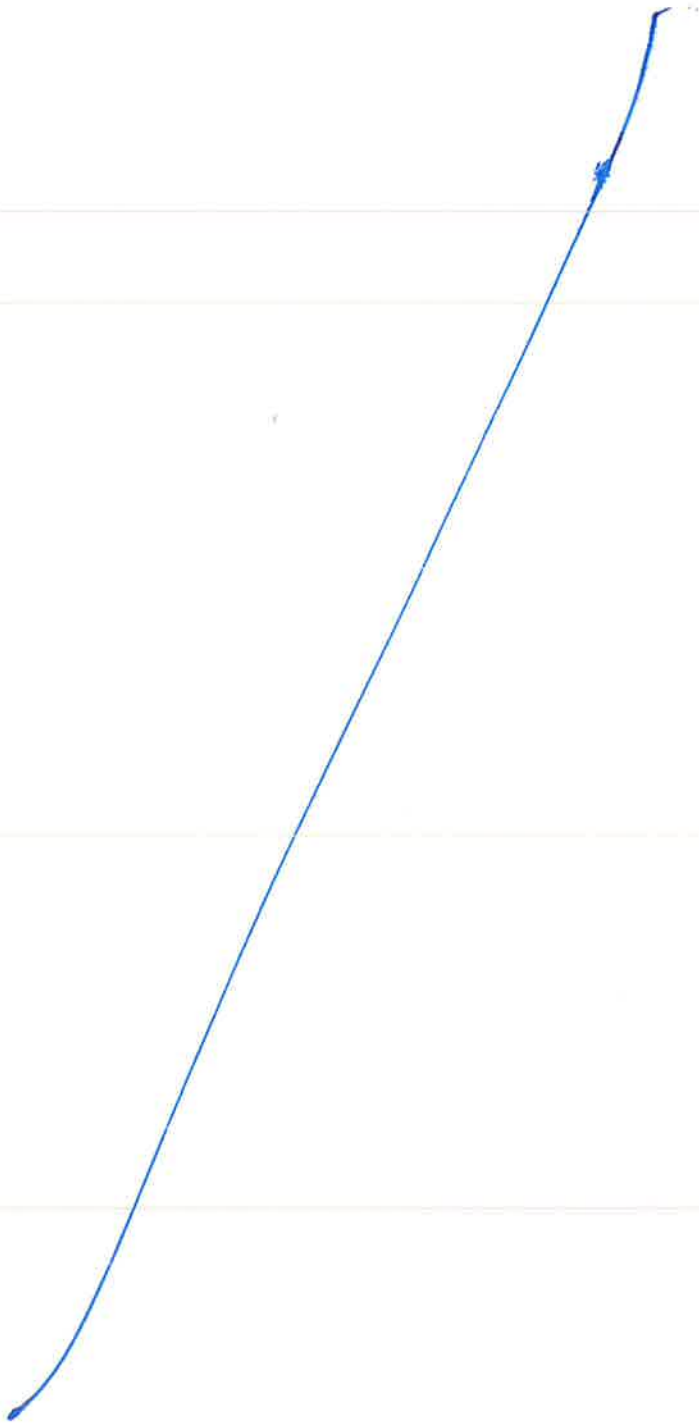
This Concession Agreement is mutually agreed and entered into on this 16th day of November, 2018 at Delhi.

Page 5



Statutory Alert:

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Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

BETWEEN

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

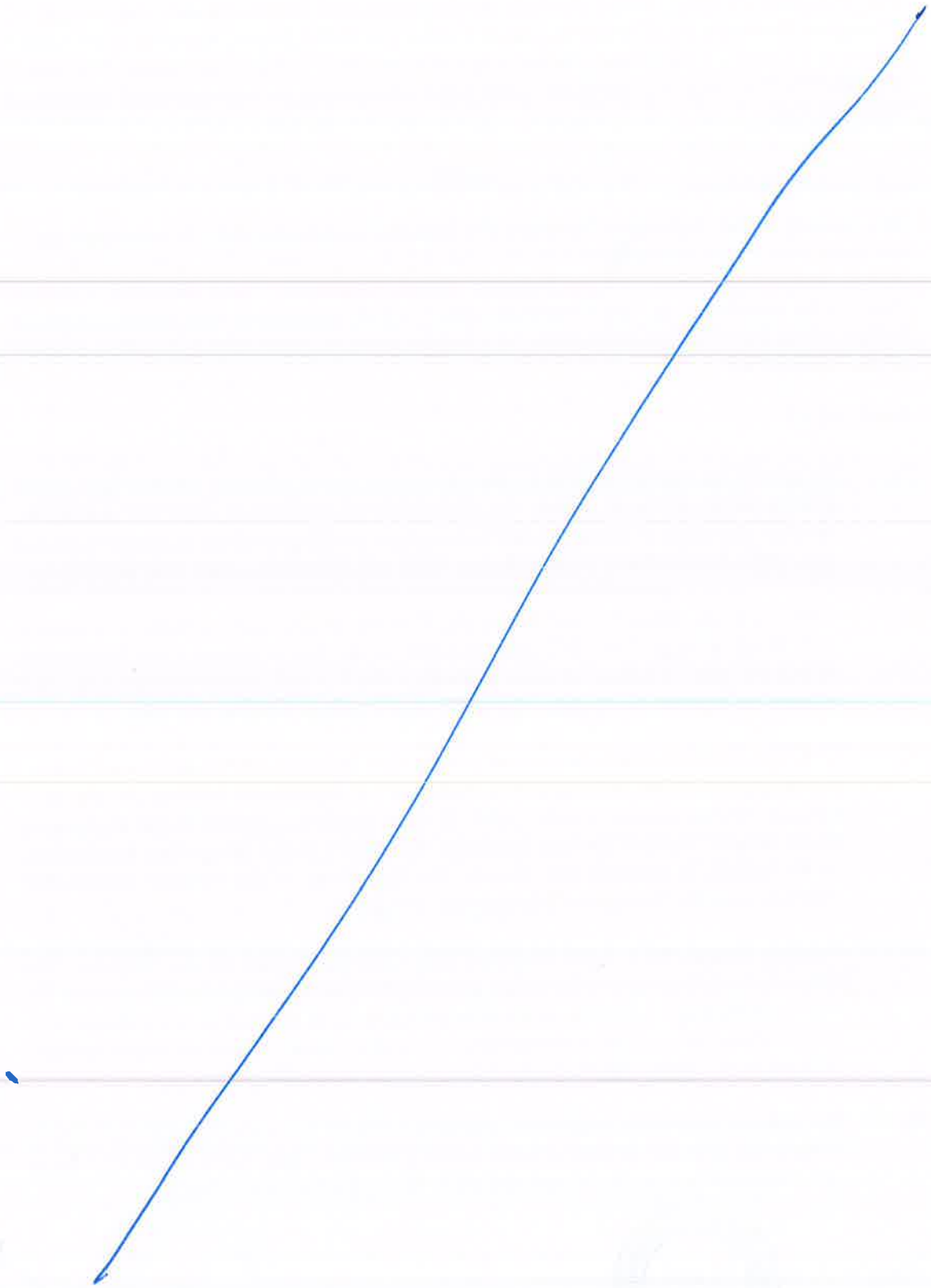
AND

M/s Antony Road Transport Solution (P) Limited, a company duly incorporated under the provisions of the Companies Act, 2013 having its registered office at Plot No. R-232, T.T.C Industrial Area, Thane-Belapur Road, Ghansoli, Navi Mumbai -400701 (hereinafter referred to as “the Concessionaire”, which expression shall unless repugnant to the context hereof mean and include the administrators, successors and permitted assigns) of the Second Part.

WHEREAS

- A. As part of its ongoing efforts to provide a safer, more efficient, reliable and better quality public transport system for the benefit of commuters, GNCTD decided to redefine the scope of private sector in compliance with provisions of Motor Vehicles Act, 1988, Delhi Motor Vehicle Rules, 1993 and directions of the Hon’ble Courts.
- B. GNCTD in its affidavit filed before the Hon’ble High Court of Delhi in Criminal Writ Petition No.878 of 2007 gave an undertaking that to improve the functioning of private stage carriage services in Delhi, GNCTD had commissioned a detailed scheme to improve the quality of private stage carriage services in Delhi.
- C. GNCTD decided to introduce a new scheme for Operation of Private Stage Carriage Services (hereinafter referred as the “Scheme”) to replace the existing private stage carriage service scheme. Further, GNCTD also decided to appoint **Delhi Integrated Multi Modal Transit System Limited (“DIMTS”)** as the integrating mechanism, on its behalf, to manage and oversee the operations of the Scheme (hereinafter referred to as the “Integrated Mechanism” or “IM”).
- D. Existing Routes have been classified into Clusters as part of the Scheme. The Clusters were intimated to the public by way of public advertisements December 09, 2007 and through websites (www.transport.delhigovt.nic.in and www.dimts.org). Observations/ objections were solicited from the public, based on which suitable changes were incorporated and the Clusters were revised appropriately.
- E. The Scheme envisages concurrent operation of Delhi Transport Corporation (DTC) and private operator in each Cluster under a Unified Time Table, subject to terms and conditions set out in the agreements to be signed for each Cluster.





Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- F. Under the Scheme, all Clusters shall be part of a network for providing stage carriage (Stage Carriage) services for Delhi and the Scheme shall provide an optimized solution for deployment of resources in planning, scheduling of routes, utilization of assets through sharing of information while providing safe, comfortable and convenient services to the commuters.
- G. GNCTD vide Request for Qualification and Proposal (RFQP) Document dated **January 20, 2018 (Tender ID: 2018_TD_143942_1)** invited proposals from eligible entities for **Cluster No. 13** for Operation of Stage Carriage Services. Based on the qualification requirements, applications were evaluated and those found eligible were shortlisted for evaluation of price proposal.
- H. Consequent thereof and after due evaluation of the proposals received in response to the aforesaid RFQP Document, GNCTD has accepted the proposal submitted by **M/s Antony Road Transport Solution (P) Limited** with respect to Cluster No. 13 and accordingly issued the Letter of Acceptance (LOA) No. **F.75/DC/DCT Sectt./2017/430** dated **October 05, 2018** to **M/s Antony Road Transport Solution (P) Limited** for the Project.
- I. DoT has agreed to the request of the **M/s Antony Road Transport Solution (P) Limited** and has accordingly agreed to enter into this binding Concession Agreement with DoT pursuant to the LOA for operation of Stage Carriage Services under this project.
- J. It is deemed necessary and expedient to enter into this Concession Agreement for, inter alia, procurement, operation and maintenance of the Stage Carriage Stage on the Cluster No.13 and to record the terms, conditions and covenants of the Agreement between the Parties.
- K. Amendments were issued to the draft Concession Agreement which was released as part of RFQP Document. This Concession Agreement has been amended to reflect the aforesaid changes to bring clarity, easier reading and understanding.
- L. DoT has agreed to the said request of the Successful Bidder and the Concessionaire and has accordingly agreed to enter into this Concession Agreement with the Concessionaire pursuant to the LOA for the Project subject to and on the terms and conditions setforth in this Concession Agreement.

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





DEFINITIONS AND INTERPRETATIONS

Article 1

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

1.1 Definitions

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

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

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

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

"Appointed Date" means the date of this Agreement.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time.

"Assured Fleet Availability" means following and excludes reserves fleet: 100% on working days and 88% Sunday/ holidays during the concession period on a shift basis. It will not include buses under police custody if exceeds more than 2% of fleet.

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

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



Antony Road Transport Solutions Pvt. Ltd.



6/9,
Under Hill Road
Delhi-54

7

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

“**Change in Law**” means the occurrence of any of the following, after the date of Bid:

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

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

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

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

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

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

“**Conductor**” in relation to a stage carriage, means a person engaged in collecting fares from passengers, regulating their entrance into, or exit from, the stage carriage and performing such other functions as may be prescribed.

“**Consumer Price Index for Industrial Workers (CPI- IW) in Delhi**” or “**CPI**” means Consumer Price Index Numbers for Industrial Workers (Base Year 2001 = 100), which measure a change over time in prices of a fixed basket of goods and services consumed by Industrial Workers, as are compiled and maintained by the Labour Bureau, Government of India. Applicable index for the purpose of this Agreement shall be index numbers as compiled for Industrial Workers in Delhi. The base value of CPI is 263 as on September 30, 2017 and shall be indexed, twice in a year on September 30 and March 31, in terms of index value reported in website www.labourbureau.nic.in published with a time lag of one month and shall include any index, which substitutes the CPI.

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



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

“**Consolidated Year One Fare**” or “**CYOF**” means the annual fare to be charged by the Concessionaire for operation of Stage Carriage Services for first year of operations and as bid by the **M/s Antony Road Transport Solution (P) Limited** in terms of Schedule 1 – Cluster Operations Detail.

“**DoT Collectibles**” means collections made by DoT from:

- (a) Fare collected and deposited in the Designated Account by the FCS Provider;
- (b) payments collected and deposited in the Designated Account by IM from the sale of advertising rights on Stage Carriage Services; and
- (c) any other sources.

“**DTC**” means Delhi Transport Corporation.

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

- (i) the principal amount of the debt **excluding working capital and Performance Bank Guarantee/Security** provided by the Senior Lenders under the Financing Documents for financing the Project (the “principal”) which is outstanding as on the Termination Date but excluding any part of the principal that had fallen due for repayment one year prior to the Termination Date unless such repayment had been rescheduled with the prior consent of DoT; and
- (ii) all accrued interest, financing fees and charges payable on or in respect of the debt referred to in sub-clause (i) above upto the date preceding the Termination Date but excluding (a) any interest, fees or charges that had fallen due one year prior to the Termination Date, and (b) penal interest or charges, payable under the Financing Documents to any Senior Lender.

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

“**Depot Agreement**” means an agreement for the use of a Depot on license basis between DoT and the Concessionaire where such license allows the Concessionaire use of Depot for the purpose of parking, repair, maintenance, cleaning and office space required for providing Stage Carriage Services. Further such aforesaid agreement shall expressly deny the Concessionaire the right to sub-let, construct, alter or modify any part of the Depot without specific written prior approval of DoT,



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

and such approval can be withheld or denied by DoT at DoT's sole discretion, without providing any reason thereof for such decision of DoT.

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

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

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

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

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

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

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



"Equipment Specifications" means the specifications and standards relating to equipment required for the Project and to be provided, operated and maintained by the Concessionaire and as set forth in Schedule 2 and Schedule 2A.

"Equity" means the sum expressed in Indian Rupees representing the equity share capital and shall include the funds advanced by any member of the Consortium or by any of its shareholders to the Concessionaire for meeting the equity component of the Project.

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

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

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


Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

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

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

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

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

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

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

“**Force Majeure**” or “**Force Majeure Event**” shall have the meaning ascribed thereto in Article 16.

“**GNCTD**” means Government of National Capital Territory of Delhi.

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

“**GOI**” means the Government of India.

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



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

Services in accordance with this Agreement, Applicable Laws, Applicable Clearances or Approvals, reliability, safety, environment protection, economy and efficiency.

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

"Idle Run" means to and fro journey undertaken by a Stage Carriage when not engaged in carriage of passengers excluding journeys required for activities such as repairs, maintenance, road worthiness certification and includes:

- (a) a trip from a Depot to the point of origin of a Route;
- (b) a trip from the point of destination of a Route to a Depot; and
- (c) a trip from the point of destination of one Route to the point of origin of another.

“IGAAP” means the Accounting Standards specified by The Institute of Chartered Accountants of India.

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 20.

“Indirect Political Event” shall have the meaning ascribed thereto in Article 16.

"Intellectual Property Rights" means any copyright, patents, design rights, trademarks, trade names, trade secrets, know how, and other forms of intellectual property rights, and includes any right to apply for registration of any of those rights.

“Long Term Marginal Rate” or **“LTMR”** means the rate at which additional CYF is payable to the Concessionaire upon introduction of additional Trips which are required and more specifically defined in Schedule 5.

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

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



"Non-AC Services" means Stage Carriage Services provided by the Concessionaire, which are:

- (a) part of UTT;
- (b) serving 100% (hundred percent) of Duty Plan; and
- (c) by the Stage Carriages having Equipment Specifications as set out in Schedule 2.

"Non-Political Event" means the events as specified in Article 16.

"Non-working Day" means a day which is a Saturday, a Sunday or a public holiday in Delhi under the list of holidays issued by GNCTD from time to time.

"Owner" means a Person in whose name a Motor Vehicle stands registered, and where such person is a minor, the guardian of such minor, and in relation to a Motor Vehicle which is the subject of a hire-purchase agreement, or an agreement of lease or an agreement of hypothecation, the Person in possession of the vehicle under that agreement.

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

"Pass" means a seasonal ticket issued by DoT/ DTC/ GNCTD/ IM.

"Person" means and includes natural person, partnership, firm, company, corporation, trusts, society or any other entity (whether or not having separate legal entity).

"Performance Adjustment" means the Performance Incentive or Performance Deduction.

"Performance Deduction" means the deduction recoverable from the Concessionaire for sub-optimal performance or non-compliance or non-performance as described in Schedule 3.

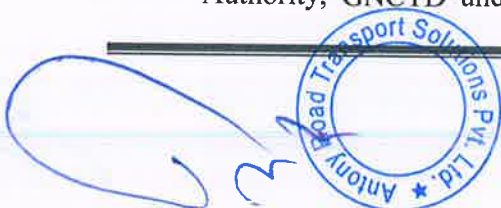
"Performance Incentive" means the incentive payable to the Concessionaire for better performance as described in Schedule 3.

"Performance Security" means the security given by the Concessionaire as per Article 9.

"Performance Standards" means the standard as provided in under Schedule 3.

"Permit" means a permit issued by appropriate authority in terms of The Motor Vehicles Act, 1988 authorising the use of a motor vehicle as a Public Service Vehicle.

"Permit Conditions" means the conditions imposed by the State Transport Authority, GNCTD under the Motor Vehicle Act, 1988 for operation of Stage



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Under Hill Road
Delhi-54

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

Carriage services in Delhi and includes any subsequent amendments, modifications, revisions, thereof.

“**Political Event**” shall have the meaning ascribed thereto in Article 16.

“**Project**” means and includes development, investment, financing, operation, maintenance, management of Stage Carriage services in Cluster No. 13 including use of GNCTD Infrastructure Facilities.

“**Project Milestones**” means the milestones as described in Article 10

“**Project Milestone Certificate**” means the certificate issued to the Concessionaire by IM and more particularly described in **Article 10**.

“**Public Service Vehicle**” means any motor vehicle used or adapted to be used for the carriage of passengers for hire or reward, and includes a maxicab, a motorcab, contract carriage, and stage carriage.

“**Revenues**” has the meaning as assigned to it under Article 4.

“**Route**” means a line of travel which specifies the area which may be traversed by a motor vehicle between one terminus and another and as may be specified by STA from time to time.

“**Rs.**” Or “**Rupees**” means the lawful currency of the Republic of India.

“**Senior Lenders**” means the financial institutions, banks, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Documents for meeting costs of all or any part of the Project and who hold pari passu charge on the Concession granted by this Agreement.

“**Service Hour**” means the cumulative sum of schedule Trip time taken by the Stage Carriage Service to complete the qualified Trip from origin to destination in a duty, including shuttle route Trips excluding mandatory rest period if any, time taken in CNG filling, breakdown duration, accident and incident within overall limits of standards scheduled time prescribed in a duty memo provided by IM.

“**Short Term Marginal Rate**” or “**STMR**” means the rate at which additional CYF is payable to the Concessionaire upon introduction of additional Trips which are required and more specifically defined in Schedule 5 for use of services for short periods.

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






“**Stage Carriage Services**” mean services provided by the Concessionaire for carriage of passengers as part of the Project including the Basic Services.

“**Statutory Auditor**” means an independent, recognized and reputable firm of Chartered Accountants duly licensed to practice in India acting as independent statutory auditor of the Concessionaire under the provisions of the Companies Act, 2013 including any statutory modification or re-enactment or replacement thereof, for the time being in force.

“**Subordinated Debt**” means any borrowings by the Concessionaire subordinated to the financial assistance provided by the Senior Lenders for meeting the Project cost but does not include any interest thereon.

“**Taxes**” means any Indian taxes including Goods and Services Tax, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether GoI, GNCTD or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income,

“**Trip**” means one completed journey of Stage Carriage along any given Route for the purpose of delivering the Stage Carriage Services and during which it available for use by passengers and, for the removal of doubt:-

- (a) one to and fro journey shall be two Trips;
- (b) no part of an Idle Run is part of a Trip;
- (c) if a Stage Carriage embarks on a Trip after completing an Idle Run, that Trip is to be treated as a separate Trip from any which preceded the Idle Run; and
- (d) including Non-AC Services.

“**Termination**” means early determination of this Agreement pursuant to Termination Notice.

“**Termination Date**” means the date on which this Agreement and the Concession is terminated.

“**Termination Notice**” means the communication issued in accordance with this Agreement by any one Party to the other Party terminating this Agreement.

“**Termination Payment**” means the amounts payable to the Concessionaire under this Agreement upon the Termination of this Agreement and shall consist of payments relating to Debt Due, Subordinated Debt and Equity, as the case may be, and such other amounts as are expressly provided for under this Agreement. Provided, however, that for purposes of determining Termination Payments to be made by DoT under this Agreement, the capital cost of the Project shall at all times be reckoned as the project cost incurred and duly certified by an independent auditor in terms of IGAAP.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

"**Ticket**" means an instrument including a Pass in a form approved by the DoT which is purchased by a passenger for availing Stage Carriage Services.

"**Ticket and Revenue Procedures Manual**" means the document issued by IM, from time to time, which sets out procedures relating to the operation of the FCS and revenue reconciliation process.

"**Un-utilised Component of CYF (Capital Charges)**" means capital charges payable for the cumulative number of bus days in a year as per UTT on 100% scheduled fleet on working days and 88% scheduled fleet of Sundays/ Holidays on date of COD as per Schedule-5 of Concession Agreement minus short out shedding of Stage Carriages by the concessionaire over the same time period on account of reasons covered under deducible category, excluding capital charges paid/ payable for the cumulative number of bus days by IM for the same time period.

"**Un-utilised Component of CYF (Manpower and Overhead Charges)**" means manpower and overhead charges payable for the cumulative number of service hours in a year as per Schedule-5 of the concession agreement or the cumulative number of service hours offered for operation over the same time period, whichever is less, minus service hours paid/ payable for the cumulative number of service hours as per schedule-5 given by IM for the same time period

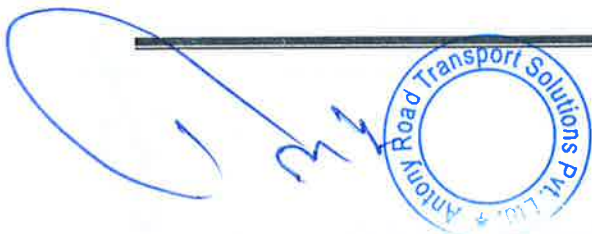
"**Unified Time Table**" or "**UTT**" means the daily, weekly, monthly, yearly schedule for operation of Stage Carriages specifying the time and frequency for operation of DTC and the Concessionaire for Cluster No. 13 and revised from time to time.

"**Working Day**" means a day which is not a Saturday, a Sunday or a public holiday in Delhi under the list of holidays issued by GNCTD from time to time.

"**WPI**" means the wholesale price index published by the Ministry of Industry, GOI and shall include any index, which substitutes the WPI.

1.2 Interpretation

- (a) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (b) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (c) the words "include" and "including" are to be construed without limitation;
- (d) any reference to day, month or year shall mean a reference to a calendar day, 30 days or 365 days respectively;

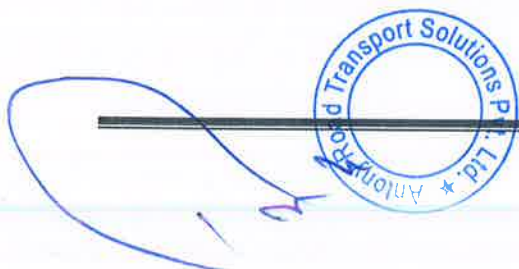


Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- (e) the Schedules to this Agreement form an integral part of this Agreement as though herein specifically set forth and produced. In case of any discrepancy between the Schedule and the body of the Agreement, the latter shall prevail.
- (f) any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of DoT hereunder or pursuant hereto in any manner whatsoever;
- (g) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (h) any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
- (i) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- (j) references to Indian law shall include the laws, acts, ordinances, rules, regulations, or bye laws which have the force of law in any State or Union Territory forming part of the Union of India;
- (k) terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein and the terms and words defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;
- (l) any reference to any period of time shall mean a reference to that according to Indian Standard Time; any reference to day shall mean a reference to a calendar day; and
- (m) the damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

1.3 Priority of contract documents and errors/discrepancies

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



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- a) between Clauses of this Agreement, the provisions of the specific clause relevant to the issue under consideration shall prevail over those in other Clauses.
 - b) Between the Clauses and the Schedules, the Clauses shall prevail save as otherwise expressly set forth in the Clause.
 - c) Between Schedules of this Agreement, the provisions of the specific Schedule relevant to the issue under consideration shall prevail over those in other Schedules.
 - d) Between any value written in numerals and that in words, the latter shall prevail.
- 1.4 The documents forming part of the bidding process leading to this Agreement shall be relied upon and interpreted in the following descending order of priority:
- a) This Agreement;
 - b) Schedules to the Agreement;
 - c) LOA issued to the Successful Bidder;
 - d) Acknowledgment of LOA by the Successful Bidder;
 - e) Written addenda to the RFQP;
 - f) The RFQP;
 - g) Written clarifications issued to the Bidders;
 - h) The Successful Bidder's Bid

Concession

Article 2

- 2.1** Subject to and in accordance with terms and conditions set forth in the Agreement and in consideration of the CYF to accrue to the Concessionaire for the Stage Carriage Services agreed to be provided by the Concessionaire, DoT grants Concession to the Concessionaire and the Concessionaire hereby accepts the Concession for a period of ten (10) years commencing from the Commencement Date, including the right, license and authority during the subsistence of this Agreement to implement the Project.
- 2.2** Subject to and in accordance with the terms and conditions set forth in this Agreement, the Concession hereby granted shall entitle the Concessionaire to enjoy, and oblige the Concessionaire to undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Clearances or Approvals:
- (a) to implement the Project during the Concession Period;
 - (b) to use the GNCTD Infrastructure Facilities;
 - (c) perform and fulfill all of the Concessionaire's obligations under this Agreement;



- (d) bear and pay all expenses, costs and charges incurred in the fulfillment of all the Concessionaire's obligations under this Agreement;
- (e) undertake any other services, activities which are incidental to or required to be undertaken for providing Stage Carriage Services; and
- (f) do all such other and further acts, deeds, things and provide all such services as are incidental to or necessary or required for undertaking and completing the Project and performing and fulfilling all of its obligations under the Agreement including provision of Stage Carriage Services pursuant to the Agreement.

2.3 DoT and the Concessionaire agree that:

- (a) two important factors that impact on the capacity of a public transport service to attract customer are :
 - (i) its reliability; and
 - (ii) the quality of the amenities it provides; and
 - (iii) safety of passengers and road users;

which objectives the Concessionaire shall endeavor to achieve;

- (b) more the customers are attracted by a public transport service, for which DoT is responsible :
 - (i) the better the service contributes to the achievement of the DoT's objectives; and
 - (ii) the more revenue DoT derives from the operation of the service;
- (c) conversely if the standard of the reliability or quality of amenity declines, the DoT will suffer loss of revenue and the failure of its objectives in providing the service;
- (d) therefore whenever the Concessionaire either:-
 - (i) does not provide a Trip in accordance with the UTT; or
 - (ii) uses a Stage Carriage which does not comply with the standards required by this Agreement,

DoT will be exposed to loss;

- (e) it will be extremely difficult to determine precisely the extent of the loss or to quantify it;
- (f) each of the amounts to be deducted under Performance Deduction represents a genuine, fair and reasonable estimate by the Parties of the actual loss or damage which DoT would sustain as a consequence of the breach giving rise to the DoT's right to deduct the amount;
- (g) each of the amounts to be paid out as Performance Incentive represents a genuine, fair and reasonable estimate by the Parties of the actual benefit

accruing to DoT, as a consequence of improved reliability and quality of services rendered;

- (h) the amounts to be deducted under the Performance Deduction are not and must not be construed as penalties for the purposes of any rule of law or equity;

and

- (i) DoT and the Concessionaire are both negotiating and contracting at arms-length, having equal bargaining power, possessing relevant experience and expertise and having had access to independent legal, accounting, financial, economic and other professional advice in relation to their rights and obligations under this Agreement.

2.4 The Services

2.4.1 The Concessionaire:

- (a) shall provide the Stage Carriage Services in accordance with this Agreement;
- (b) acknowledges that it has sufficient information about the Project including but not limited to project requirements, equipment and their vendors, operational requirements related to the Project, service standards, Specifications, performance measurements parameters and the resultant deductions or incentive thereof, statutory requirements and specific/ general laws in relation to this Project and that it has made all appropriate and necessary enquiries to enable it to perform the Stage Carriage Services in accordance with this Agreement;
- (c) shall neither be entitled to any additional payment nor excused from any obligation other than as specifically provided under this Agreement or liability under the Agreement due to any misinterpretation or misunderstanding by the Concessionaire of any fact relating to the Project or otherwise to this Agreement;
- (d) shall comply with all lawful and reasonable directions of the DoT or IM relating to its performance of the Stage Carriage Services; and
- (e) shall raise finances for the Project at its own risk.

2.5 Notwithstanding anything to the contrary in this Agreement, the DoT discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement;

2.6 The Concessionaire shall provide the Stage Carriage Services:

- (a) with the high degree of skill, care and diligence normally exercised by professional firms or by highly skilled and experienced Concessionaires



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

providing services of a similar scope, type and complexity to the Stage Carriage Services and with sufficient resources including project management resources;

- (b) in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and
 - (c) in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.
- 2.7 DoT reserves the right at its option to extend this Concession Agreement by a further period or periods up to two (2) years by notifying the Concessionaire at least one month prior to the expiry of the period specified in clause 2.1.

2.8 Variations

2.8.1 DoT may vary this Concession Agreement with the written consent of the Concessionaire save where this Concession Agreement provides that variation or adjustments may be made by DoT and the consent of the Concessionaire is not expressly required in which case DoT may vary this Concession Agreement unilaterally on giving written notice to the Concessionaire.

2.8.2 A variation shall take effect:

- (a) from the date specified by DoT in the written notice to the Concessionaire where the Concessionaire's written consent to the variation is not required;
- (b) from the date agreed by DoT and the Concessionaire where the Concessionaire's written consent is required; or
- (c) forthwith where no date is specified.

OPERATION OF THE CONCESSION

Article 3

- 3.1 Stage Carriage Services as part of the Project shall, in usual course, be provided in the Cluster; however, DoT reserves the right to add, delete or modify any city route in Delhi or limited service trips from time to time having regard to public transportation requirements.
- 3.2 Without prejudice to anything contained in this Agreement the Parties in general and the Concessionaire in particular agree and undertake to enter into and execute any/all such supplemental and ancillary agreement which the Parties deem expeditious and/or which in the opinion of DoT/IM is required and necessary for the purposes of a smooth operation of services under this Agreement.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

REVENUES

Article 4

- 4.1 Sources of Revenues to the Concessionaire for providing volume of Basic Services shall be based on CYF, Performance Adjustment, incremental Stage Carriage Services provided as Additional Services under STMR and LTMR.
- 4.2 Payment of CYF shall be released to the Concessionaire by IM for and on behalf of DoT in terms of Schedule 5. Payment of CYF for first year shall be made based on the consolidated year one fare ("Consolidated Year One Fare" or "CYOF") in terms of details set out in Schedule 5. Payment of CYF for second to tenth year shall be made on similar lines as set out in Schedule 5 for CYOF. Actual release of monies to the Concessionaire shall be made on Payment Month basis as detailed out in Schedule 5.
- 4.3 Concessionaire agrees and confirms that revenue from Fare, Pass and fines from passengers for use of Basic Services and Additional Services as part of Stage Carriage Services shall be collected by DoT, or any agency authorized by it, and shall be retained by DoT in the Designated Account. **DoT shall have the right to permit advertisement for licence fee on the Stage Carriages and all such receipts/amount collected/received shall be retained by DoT.** The Concessionaire's claim on payment for Basic Services rendered shall be regulated under Clause 4.1.
- 4.5 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Concessionaire, the same may be deducted from any sum then due or which at any time thereafter may become due to the Concessionaire under this Agreement.
- 4.6 At the end of each completed year of operations from COD, for the Un-utilized Components of CYF, DoT shall make payment equal to 100% of the Capital Charges and 50% of the Manpower and Overhead Charges.
- 4.7 Performance Adjustment, excluding on account of Accidents as set out in Schedule 3, shall not be applied for the initial three months from the commencement of each Route. Based on feedback during this period, UTT and Performance Adjustments may be revised at the sole discretion of DoT acting on recommendation of IM.
- 4.8 **CYF Variation for Change in Law**
- (a) Where, a Change in Law condition leads to proven increase in cost to the Concessionaire that:
- (i) could not have been foreseen at the time when this Agreement was being negotiated;
- (ii) could not reasonably have been avoided by good management practice; and
- (iii) is not expressly or by implication accommodated by the way in which the CYF



is constructed,

the Concessionaire is entitled to have the CYF amended to recoup its reasonable compliance costs. The adjustment in CYF shall not exceed the increase in cost that was proved by the Concessionaire to the satisfaction of DoT.

- (b) Where, a Change in Law condition leading to proven decrease in cost to the Concessionaire that:
- (i) could not have been foreseen at the time when this Agreement was being negotiated; and
 - (ii) is not expressly or by implication accommodated by the way in which the CYF is constructed,

DoT is entitled to have the CYF amended so as to reduce it by an amount by which the Concessionaire's costs of providing the services ought reasonably to be reduced.

- (c) CYF variation due to Change in Law set out in 4.8(a) and 4.8 (b) shall be considered only where the impact is at least 2% of the CYF.

4.9 The performance deductions for not meeting the service level obligations are capped at 10% of CYF. For the purpose of determining the aforementioned cap, performance deductions for the following will not be considered:

- a. failure to meet Assured Fleet Availability for any reasons attributable to the Concessionaire, and
- b. fatal accidents and over speeding

Note: Additional damages for not meeting Assured Fleet Availability and road safety parameters (fatal accident & over speed) in terms of Schedule 3 will be over and above the aforementioned cap of 10% towards Performance Deduction.

OBLIGATIONS OF DoT

Article 5

5.1 DoT agrees to observe, comply and perform the following:

- (a) ensure peaceful enjoyment of the Concession by the Concessionaire during the tenure of the Concession subject to the terms and conditions of this Agreement;
- (b) manage and enforce UTT, more explained in Schedule 1 and subject to conditions set out in Clause 5.2;
- (c) make timely payment of CYF and make payments for Additional Services (if applicable, for Goods and Services Tax (GST) and any other cess/taxes), and for this purpose agrees to:
 - (i) open a Designated Account;

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- (ii) with an initial amount equal to three months of CYOF to be deposited in the Designated Account; and
- (iii) maintain the Designated Account equal to estimated CYF for three months to top-up the difference between DoT Collectibles and CYF in terms of this Agreement by making regular quarterly replenishments (“Top-up Payments”).
- (d) provide all reasonable assistance in obtaining and renewing Permits for Stage Carriages to the Concessionaire by the State Transport Authority (STA);
- (e) make available GNCTD Infrastructure Facilities (inclusive of extended parking at bus terminals / parking lots) to the Concessionaire for performing his obligations under the Agreement;
- (f) provide following facilities to the Concessionaire :
 - (i) Bus depot, upon Concessionaire making a payment of Rs. 90,000/- per year increased at the rate of 10% at the end of each year per Stage Carriage on the actual number of buses registered and covered under the Stage Carriage permits in a Cluster including the reserve fleet;
 - (ii) passenger facility charges upon Concessionaire making a payment of Rs. 10,000/- per Stage Carriage per month on the actual number of buses registered and covered under the stage carriage permits in a Cluster including the reserve fleet, where any change in charge for the aforesaid shall paid for/payable to DoT;
 - (iii) entry to ISBTs upon Concessionaire making applicable entry fee;
 - (iv) On-board Equipment at free of cost except available in standard fitment as a part of bus specification.
 - (v) In addition to the terms & conditions specified in the RFQP, the successful bidder shall ensure that mechanical lifts are fitted on all the buses proposed to be acquired under the cluster by the Concessionaire, for making them accessible for disabled passengers through, Vehicles Manufacturers as Original Equipment Manufacturer (OEM). The cost incurred for the lifts shall be borne by the Government of NCT of Delhi for which modalities shall be finalized in due course. The terms & conditions specified in the RFQP and the Concession Agreement shall deemed to amended to that extent. A supplementary agreement shall be executed for the aforesaid purpose.
- (g) evaluate recommendations of the IM and if satisfied, make necessary changes to UTT and notify such changes;

5.2 UTT

- (a) UTT may be revised from time to time by way of (i) addition/ reduction in the Trips (ii) changes in travel time per Trip, (iii) No. of Trips and (iv) other such changes, revisions, modifications, amendments.
- (b) In cases where in the opinion of DoT/IM on a specific Route or a group of Routes, on time performance cannot be maintained due to worsening traffic conditions or for other reasons such as construction work, on behalf of DoT, IM may



temporarily adjust the UTT to accommodate such systemic changes and shall forthwith inform DoT for its approval. In the aforesaid cases, public sector comparator of DTC may be used by DoT to evaluate such conditions.

- (c) Performance Adjustments made before the revision of UTT in terms of Clause 5.2 (a) and 5.2 (b) shall not be refunded.
- (d) Due to easing of traffic conditions such as BRT, flyover/ underpass construction, traffic management systems such as synchronized signal free movement on trunk corridors, on recommendation of IM, DoT has the right to (i) revise the schedule by reducing the total travel time, or (ii) implement revised on-time performance standards for specific routes.
- (e) The Concession awarded will co-exist with Delhi Transport Corporation and other modes of transportation like metro rail, mono rail, light rail etc. in the present or to be introduced in future and accordingly may require revision in the UTT. This circumstance is declared expressly known to the Concessionaire and the Concessionaire unconditionally accepts and acknowledges the same.
- (f) DoT may request the Concessionaire to operate additional Stage Carriages (including in same Cluster or in other Clusters) at LTMR or STMR.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

OBLIGATIONS OF IM

Article 6

- 6.1** DIMTS, acting as the Integrated Mechanism, shall, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, have the obligation to:
- (a) monitor compliance of the prescribed Specification in terms of Schedule 2 and Schedule 2A by the Concessionaire;
 - (b) ensure compliance of the Performance Standards in terms of Schedule 3 by the Concessionaire;
 - (c) process and apply Performance Adjustments in terms of Schedule 3 on the Concessionaire ;
 - (d) direct the Concessionaire to display information and Delhi Transit logo in terms of instructions issued by IM to Concessionaire from time to time and in terms of locations identified in Schedule 2;
 - (e) direct the Concessionaire on behalf of DoT to operate Additional Services in terms of STMR;
 - (f) direct the Concessionaire on behalf of DoT to operate Trips in terms of LTMR based on revisions made in UTT in consultation with DoT;
 - (g) recommend to STA/ DoT termination / suspension of the Concession on occurrence of Concessionaire's Event of Default in terms of the Agreement;
 - (h) undertake changes in Specifications for altering, deleting, modifying Specifications in consultation with DoT and thereupon direct the Concessionaire to implement the same;
 - (i) collect data, undertake analysis and monitor Stage Carriage Services within and across Clusters;
 - (j) monitor operations of Stage Carriage Services in accordance with UTT/ prescribed schedules;
 - (k) recommend changes in UTT based on traffic conditions, route rationalization, demand etc.;
 - (l) generate revenues from advertising on board the Stage Carriages after taking approval of DoT, including outside and inside of the Stage Carriages and deposit the same in the Designated Account; and
 - (m) manage such facilities necessary to discharge its obligations.
- 6.2** The Integrated Mechanism shall meet costs associated towards operation, monitoring and management of Scheme. DoT shall make payment as agreed from



time to time by DoT from DoT Collectibles to IM on monthly basis within three Working Days of the succeeding month.

RIGHTS AND OBLIGATIONS OF THE CONCESSIONAIRE

Article 7

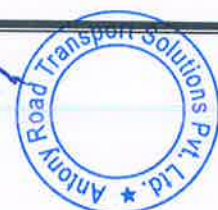
7.1 The Concessionaire shall, subject to and in terms of this Agreement, have the right to:

- (a) operate Stage Carriage Services in terms of this Agreement;
- (b) raise claim and receive CYF for the volume of Stage Carriage Services and subject to Performance Adjustment and incremental Stage Carriage Services provided as Additional Services including payments under STMR and LTMR in terms of timelines set out in Schedule 5; and
- (c) use the GNCTD Infrastructure Facilities for the Project subject to payment as applicable.

7.2 The Concessionaire shall at its own risk and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, have the obligation to:

7.2.1 Statutory Obligations

- (a) comply with the provisions of the Motor Vehicles Act, 1988 and the Rules made thereunder for providing Stage Carriage Services;
- (b) obtain Permit and abide by Permit conditions and any amendment(s) thereof for providing Stage Carriage Services;
- (c) ensure that relevant application for renewal of Permits is submitted to STA to ensure continued and uninterrupted Stage Carriage Services;
- (d) make, or cause to be made, necessary applications to the relevant Governmental Agencies with such particulars and details, as may be necessary for obtaining all Applicable Clearances or Approvals, and obtain such Applicable Clearances or Approvals in conformity with the Applicable Laws and be in compliance thereof at all times during the Concession Period;
- (e) be responsible for making all the statutory payments with respect to Applicable Laws including laws dealing with labour. Neither DoT nor IM shall be responsible for any liability of the Concessionaire towards the statutory payments to the persons working under them or any other statutory payment;
- (f) be liable for any claim arising from the accident be it loss of life or limb, damage, or loss caused during the operation of the Stage Carriage Services. Neither DoT nor IM shall be responsible for any claim including the claim





6

made in connection with the injuries or loss of life sustained by passengers or other road users;

- (g) release and indemnify DoT and IM, their employees, agents and contractors from and against all liability for death or personal injury, loss of or damage to property (including property belonging to DoT or for which it is responsible and including GNCTD Infrastructure Facilities) and any other loss, damage, cost and/or expense which may arise out of or in the course of or by reason of the performance or non-performance of this Agreement by the Concessionaire, its employees or agents whether such injury, loss, damage, cost and/or expense be caused by negligence or otherwise provided always that the Concessionaire shall not be liable to indemnify DoT and IM for any injury, loss, damage, cost and/or expense to the extent that the negligence of DoT or IM, their employees, agents or contractors is shown to have contributed to the said injury, loss, damage, cost and/or expense; and
- (h) obtain and maintain in force, on and from the Appointed Date, all insurance of an adequate level in accordance with the provisions of this Agreement and Good Industry Practice.

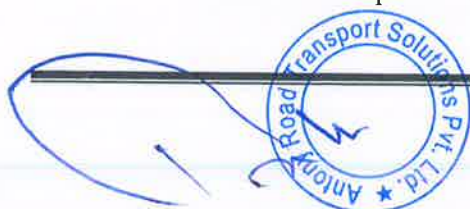
7.2.2 Operational Obligations

- (a) furnish and maintain the Performance Security in terms of Article 9;
- (b) undertake at its own risk all activities related to development, investment, financing, operation, maintenance, management of Stage Carriage Services in Cluster No. 13 for the purpose of this Agreement and introduce Stage Carriage Services in terms of Schedule 6;
- (c) comply with UTT and provide Trips in terms of details set out in Cluster operations Detail in Schedule 1 except in case of temporary emergency which the Concessionaire shall notify to IM without delay, of the nature of emergency, its likely duration and proposals for arrangements to deal with the same as soon as is practical in the circumstances;
- (d) comply with the requirements set out in Schedule 1 in terms of Routes and other provisions;
- (e) comply with the Specification in terms of Schedule 2 and Schedule 2A;
- (f) comply with Performance Standards in terms of Schedule 3;
- (g) to operate Additional Services in terms of STMR based on instruction of IM;
- (h) to operate Trips based on revisions made in UTT in terms of LTMR;



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

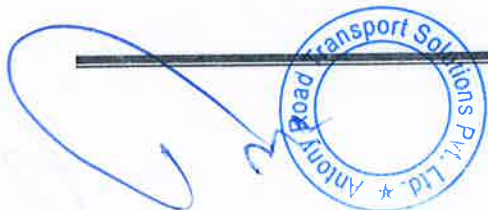
- (i) ensure safety and security of various equipment installed on the Stage Carriage by DoT/ IM or any other agency nominated by DoT/ IM such as equipment related to FCS, AVTMPS (hereinafter referred as "On-board Equipment");
- (j) to follow instructions of DoT/ IM to ensure functioning of all On-board Equipment;
- (k) provide necessary supports, brackets, electrical connections for installation of equipment related to FCS and other On-board Equipment;
- (l) induct Stage Carriage only upon installation of On-board Equipment, unless otherwise explicitly permitted or specified by DoT or IM;
- (m) provide access to and assist operations of On-board Equipment;
- (n) provide access, support and assist IM staff or agency appointed by IM for undertaking various activities for displaying advertisements on the Stage Carriage provided such activities do not interfere with the operations of the Stage Carriages;
- (o) comply with processes and procedures for installation, operation, maintenance and management of FCS based on instructions of IM and Ticket and Revenue Procedures Manual;
- (p) pick up and drop passengers on all designated Stage Carriage stops and not unreasonably deny entry or exit to any passenger;
- (q) provide all necessary assistance to Persons with Special Needs;
- (r) operate Additional Services upon express written/ fax/ electronic instructions of IM;
- (s) provide access and reasonable assistance to DoT, IM, On-board Equipment operator/s, FCS Agent/s, their agents and representatives such as ticket collector, ticket checker, conductor or such persons for the performance of their duties and services;
- (t) to display information and "Delhi Transit" logo or any other logo approved by DoT in terms of instructions issued by IM to Concessionaire from time to time and in terms of locations identified in Schedule 2;
- (u) to operate all the Stage Carriage bus under the trade mark "Delhi Transit" or any other brand as approved by DoT and permit the accrual of royalty in relation thereof to DoT/IM;
- (v) employ/ arrange necessary manpower for meeting Project requirements and ensure that the personnel so deployed are qualified and competent to undertake



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for
Operation of Private Stage Carriage Services in Delhi	Cluster No. 13

the assigned tasks, follow the instructions issued to them and adopt relevant code of practice and conduct by IM/DoT as applicable ;

- (w) take all reasonable precautions for the prevention of accidents in the operation of the Project and provide all reasonable assistance and emergency medical aid to accident victims;
- (x) ensure necessary infrastructure including posting personnel for strict compliance of Performance Standards;
- (y) maintain a complete and correct set of records pertaining to all activities relating to the performance of the Stage Carriage Services and the Concessionaire's obligations under this Agreement and all transactions entered into by the Concessionaire for the purposes of the this Agreement (including data where such records are material to the calculation to the Performance Standards, project monitoring and payment. ("Records"). The aforesaid shall be maintained during the Term and for a period of not less than four (4) years from expiry of this Agreement ("Retention Period") or handed over to DoT in case of Termination;
- (z) give all reasonable assistance to the DoT / IM or its nominee in conducting inspection of Records during the Retention Period, including making available documents and staff for interview;
- (aa) where DoT is bound by a court's decision, law or act including Right to Information Act, provide all necessary assistance to DoT;
- (bb) for Basic Services, where required by DoT or IM, the driver of the Stage Carriage to issue Tickets provided by DoT/ IM to the passengers and deposit the Fare so collected along with detailed account with IM within the time specified by IM;
- (cc) undertake all activities related to additional facilities such as Depots, running of Stage Carriages from Depot to the origin/ destination in a Route, checking of Stage Carriages for obtaining Permit/ road worthiness testing etc.;
- (dd) enter into suitable agreement with DoT for the purpose of obtaining Depot;
- (ee) Follow all directions given by IM and DoT as per the terms of this Agreement for efficient operation and maintenance of the Project;
- (ff) notify IM within 14 days of any changes to the Concessionaire's directors, senior management and key personnel involved in the Project; and
- (gg) The Concessionaire recognizes DIMTS, appointed as IM and acting on behalf of DoT, for managing and overseeing the Scheme. The Concessionaire shall follow all directions given by IM as per the terms of this Agreement for efficient operation and maintenance of the Project.



- (hh) The Concessionaire shall be responsible for refurbishment of Stage Carriages in show-room condition with completion of all missing components, reconditioning of major aggregates/assemblies/sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats etc. after completion of five years from date of registration of each Stage Carriage. However, the said refurbishment of Stage Carriages is required to be completed within a window of one year i.e. before completion of sixth year of date of registration of each Stage Carriage.

7.2.3 Administrative Obligations

- (a) ensure compliance of the instructions, as and when issued by DoT and /or IM, in relation to the operation, security, safety, quality and functionality of Stage Carriage Service under this Project by its employees, contractors, agents or dependents;
- (b) to submit relevant information sought by IM such as daily number of trips, time schedules of each Stage Carriage on daily basis, personnel data including biometric records or details of Drivers and other specific persons involved in operations;
- (c) provide access to documents and information in relation to operation of Stage Carriages and all information adjunct to it upon demand at all time by IM;
- (d) agrees to the undisputed and exclusive ownership of the trade mark 'Delhi Transit' and the Intellectual Property Rights acquired by IM in respect thereof and not to assign or allow the use, in any manner or purpose whatsoever, of the same;
- (e) to ensure the shareholding/ composition of the Concessionaire in terms of Schedule 10.
- (f) accepts and allows DoT alongwith FCS Provider or its authorized agency to collect and deposit the Fare in the Designated Account;
- (g) to provide all necessary and reasonable assistance to IM as it may require for performance of its duties and services;
- (h) agrees that DoT and IM shall have the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action; and
- (i) to make all reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement.

7.2.4 General Obligations



- (a) investigate, study, design, engineer, finance, procure, develop, construct, operate, maintain and manage the Project in accordance with the provisions hereof;
- (b) comply with all Applicable Clearances or Approvals and Applicable Laws in the performance of the Concessionaire's obligations under this Agreement including those being performed by any of the contractors;
- (c) procure and maintain in full force and effect, as required, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project ;
- (d) to abide by the timelines towards Project Milestones set out in Article 10;
- (e) agrees to make payments set out in this Agreement for a delay in achieving the various milestones as specified in Article 10;
- (f) make such financing arrangement as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner;
- (g) prepare and submit with reasonable promptness and in such sequence as is consistent with the Project Milestones, mobilization and project plan to IM for review and incorporate such comments received;
- (h) provide all assistance to DoT and IM as it may require for the performance of its duties and services;
- (i) provide reports to DoT and IM on regular basis, during the Concession Period in the form and manner set forth in this Agreement or prescribed from time to time;
- (j) obtain and maintain in force, on and from the Appointed Date all insurance in accordance with the provisions of this Agreement and Good Industry Practice;
- (k) ensure and procure that all agreements signed with the contractors, suppliers and agencies deployed for the Project contain provisions that entitle DoT to step into such agreement in its discretion in place and substitution of the Concessionaire in the event of Termination of this Agreement on account of default or breach by the Concessionaire;
- (l) appoint, supervise, monitor, control and be liable for the activities of contractors, suppliers and agencies deployed for the Project under their respective agreements as may be necessary;
- (m) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws as Principal Employer and solely liable for all

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies DoT and/ or IM against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall DoT and /or IM be treated as employer in this regard;

- (n) not to place or create and nor permit any contractor or other person claiming through or under the Concessionaire to create or place any Encumbrance or security interest over all or any part of or on any rights or interest of DoT under this Agreement, save and except as expressly set forth in this Agreement;
- (o) make its own arrangements for the engagement of the employees and labour engaged for execution of the Project.
- (p) employ adequate number of appropriately qualified, skilled and experienced persons in order to execute the Project. IM and/ or DoT may require the Concessionaire to remove any person employed on the Project and the Concessionaire shall in such cases appoint suitable replacement/s immediately
- (q) provide and maintain all necessary safety, health and welfare facilities for its staff and employees.
- (r) be responsible for security, environment and safety, soundness and durability and quality of the equipment used for providing Stage Carriage Services;
- (s) upon receipt of a request thereof, afford access to the Stage Carriages and other infrastructure facilities such as Depot to the authorised representatives of DoT and /or IM, Lenders for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement and to any government agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons assistance reasonably required to carry out their respective duties and functions with minimum disruption to the operation, management and maintenance of the Project consistent with the purpose for which such persons have gained such access to the Project;
- (t) indemnify and hold harmless DoT and/or IM and their employees from and against all actions, suits, claims, damages, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Concessionaire in connection with the performance of its obligations under this Agreement or any activity incidental thereto.
- (u) in all matters arising in the performance of this Agreement, comply with, give all notices under, and pay all fees required by, the provisions of any national or state statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the Project.





Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- (v) effective from the Appointed Date, pay in terms of Applicable Laws all stamp duties and other applicable taxes, fees, levies and cess in respect of the Project;
- (w) replace or reimburse all costs associated with replacement / repair of On-board Equipment, where such damage/lost/theft is due to negligence of the Concessionaire and where such equipment are replaced by DoT/IM/ its agencies, the Concessionaire shall pay at 1.25 times the cost for replacement/repair.

SERVICE LEVEL REQUIREMENTS

Article 8

8.1 The Concessionaire shall provide to IM, the reports described in Schedule 3 at the times specified in that Schedule and must promptly provide to IM any other information reasonably required by the IM to monitor the Concessionaire's performance.

8.2 Repeated Failure to meet Performance Standards

If the Concessionaire fails to meet any Performance Standards, due to which Performance Adjustment exceeds 15% in two consecutive months, or it is found that the Performance Standards declines by more than 50% on any day, the Concessionaire must, at no additional cost to DoT/ IM :

- (a) inquire into the underlying causes of the failure to meet the Performance Benchmark (which underlying causes are the "Performance Problem");
- (b) prepare a report which identifies and addresses the Performance Problem and deliver it to IM within 10 working days or earlier, as may be decided by IM; and
- (c) on being required by IM take whatever action is reasonably necessary to minimise the impact of the Performance problem and immediately take that action;
- (d) correct the Performance problem and from then on meet the Performance Standards.

The aforesaid does not restrict the right of IM to impose repeated Performance Deductions till the failure on part of the Concessionaire is rectified.

8.3 Continued Breach of Performance Standards

8.3.1 In the event that the Concessionaire fails to meet the Performance Standards due to which Performance Adjustment exceeds 25% of the CYF for any two consecutive months or 15% of the CYF in any four immediately preceding twelve months period, IM may issue a notice to that effect specifying the breach and direct the Concessionaire to cure the breach.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- 8.3.2** Where the Concessionaire has failed to cure the breach within the Cure Period of 30 days, DoT shall, without prejudice to any of its other rights and/or remedies under this Agreement, be entitled to issue the Termination Notice for Concessionaire's Event of Default and in addition may request any other Person to take over the Project, however, such request shall be in terms of the Substitution Agreement.
- 8.3.3** The Concessionaire shall be deemed to be in Material Breach of the Performance Standards, if DoT/ IM acting reasonably and in accordance with the provisions of this Agreement has determined that;
- the quality of the services has deteriorated to a level which is below the acceptance level prescribed by the Performance Standards;
 - there has been a serious or persistent failure to adhere to safety requirements or Performance Standards.
- 8.3.4** Upon occurrence of a Material Breach of the Performance Standards, DoT shall be entitled, without prejudice to and notwithstanding any other consequences provided therefor under this Agreement, to terminate the Concession Agreement in accordance with **Article 17**.

8.4 Review of Performance Standards

8.4.1 The Parties and IM must meet periodically and at least annually to review the Performance Standards (subject to not impacting on financial implications) and in good faith, negotiate adjustments, deletions or additions that are appropriate to ensure that the Performance Standards are appropriate to measure the Concessionaire's performance in line with Good Industry Practice. The following rules apply to the reviews undertaken under this clause:-



- Nothing in this clause requires DoT/IM to negotiate on or agree to adjustments to reflect diminished/ changed performance capability.
- If, by 31 March in any year, the Parties have not agreed on Performance Standards applicable, the Performance Standards for the previous year shall be adhered to by the Concessionaire.

8.4.2 Changes in Performance Standards by IM

IM, with the prior written approval of DoT, may change the Performance Standards either in general or in a particular case in case it is considered necessary to achieve the overall objectives set out in clause 2.3 either to maximize utilization of regular passenger services or to achieve efficiency of resources allocated to regular passenger services.

8.4.3 Changes in Monitoring of Performance Standards

In the event IM is unable to monitor all or any part of the Concessionaire's performance in accordance with this Agreement, it shall submit a report to DoT. On satisfying itself the DoT with the assistance of IM may ask the Concessionaire to


negotiate in good faith any changes that may be required to this Agreement provided that the IM shall:

- (a) take all reasonable steps to overcome, avoid or minimise the effect of not being able to monitor all or part the Services; and
- (b) notify the Concessionaire as soon as reasonably practicable of the reasons why all or part of the performance cannot be monitored.

PERFORMANCE SECURITY

Article 9

- 9.1** The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to **DoT**, simultaneously with the execution of this Agreement, a bank guarantee from a nationalized bank or any scheduled bank authorised by RBI to undertake government transactions and acceptable to **DoT**, in the form as set forth in Schedule 7, (hereinafter referred to as "**Performance Security**") for a sum of **Rs. 14,19,70,024.98 (Rupees Fourteen Crore Nineteen Lakh Seventy Thousand Twenty Four and Paisa Ninety Eight Only)** i.e. 10% of the CYOF as provided in Schedule 5. The Performance Security is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations hereunder.
- 9.2** This Performance Security shall be kept valid for a period of 18 (Eighteen months) from the Appointed Date. Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to adjustment of amounts due to DoT, if any, from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.
- 9.3** Any change in status of the Concessionaire shall not affect the continuance of the Performance Security.
- 9.4** DoT may claim the amount of Performance Security in a single demand or in more than one demand from the Bank. If not paid, then it shall subsist as a liability on the Concessionaire till the complete payment of the amount specified in the Performance Security is made.
- 9.5** Where the Performance Security has been invoked in part or full under the terms of this Agreement, provided the Agreement has not been terminated, the Concessionaire undertakes to forthwith furnish a top up guarantee or replenish the Performance Guarantee in the manner such that the aggregate value of the performance guarantees equals the original value.
- 9.6** DoT, at its sole discretion, may assign the benefits under the Performance Security subject to obtaining the written permission of the issuing bank. Such assignment by DoT may be made in favour of any entity/ person such as Lenders.



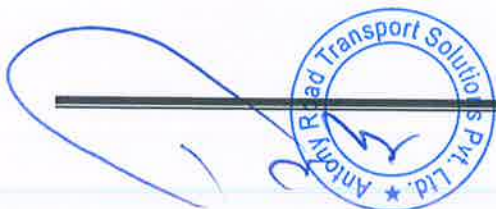
Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- 9.7 The Concessionaire shall, one (1) month prior to the expiry of the Bank Guarantee as contained in clauses 9.1 and 9.2, submit a Performance Security equal to 10% of actual previous year CYF in terms of Schedule 5, in the form of a bank guarantee, in accordance with the proforma provided, for continued performance and operation of Stage Carriage Services in accordance with this Concession Agreement. This bank guarantee shall be kept valid for a period of two (2) years and shall be renewed one (1) month prior to expiry of the said bank guarantee, for an additional period of every two years till the end of Concession.
- 9.8 any deduction for Performance Adjustment required to be made under this Concession Agreement, as per Schedule 3 or otherwise, shall be made in the following manner:
- (a) deductions against payment to be made to the Concessionaire.
- (b) if (a) exceeds the payment to be made then the excess amount shall be deducted from the Performance Security as specified under clause 9.7.
- 9.9 Performance Security shall be valid for a period of sixty (60) days beyond the scheduled completion of Concession Period.

PROJECT MILESTONES AND COD

Article 10

- 10.1 The Concessionaire shall, subject to and in accordance with the terms of this Agreement, achieve the Project Milestones set out in **Schedule 6**. Upon achieving COD, the Concessionaire shall seek the issuance of a certification in respect thereof.
- 10.2 In exceptional circumstances, on the written request from the Concessionaire for extension of End Dates together with adequate justification thereof, DoT may consider such request, and where appropriate, permit suitable extension upto One Hundred and Eighty (180) days, and which may be further extended for good and sufficient reasons by another Ninety (90) days and, if considered necessary, by a further period not exceeding Ninety (90) days. DoT shall, consult and will consider the recommendation provided by IM, before accepting or rejecting any request for extension by the Concessionaire. In the event Concessionaire is not able to achieve COD within such extended period, it shall be deemed a Concessionaire Event of Default.
- 10.3 In case, such extension is permitted by DoT/ IM, the revised dates for Project Milestones shall be treated as scheduled End Date/s.
- 10.4 Upon readiness of completion of respective Project Milestone, the Concessionaire shall request the issue of Project Milestone Certificate in respect thereof. DoT/IM shall, upon verification of the relevant documentation and site visits, if any, and in any case within five (5) days, cause the issuance of the relevant Project Milestone Certificate.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

10.5 For any delay in achieving the Project Milestones date/s, the Concessionaire shall pay to the DoT, compensation (hereinafter referred as "Liquidated Damages") to be calculated in the following manner for:

Project Milestone No.1:

- (a) delay upto thirty (30) days, from the scheduled End Date, @ Rupees one lakh only (Rs. 1,00,000/-) per day, and
- (b) a delay beyond thirty (30) days , from the scheduled End Date, @ Rupees two lakhs only (Rs. 2,00,000/-) per day.

Project Milestone No.2:

- (a) delay upto thirty (30) days, from the scheduled End Date, @ Rupees two thousand five hundred (Rs. 2,500/-) per day per Stage Carriage, and
- (b) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees five thousand only (Rs. 5,000/-) per day per Stage Carriage.

Project Milestone No.3 :

- (a) delay upto thirty (30) days, from the scheduled End Date, @ Rupees two thousand five hundred (Rs. 2,500/-) per day per Stage Carriage, and
- (b) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees five thousand only (Rs. 5,000/-) per day per Stage Carriage

Notwithstanding the above, in the event of delay beyond 60 days for any of the Project Milestones date/s, the DoT shall be entitled to terminate this Agreement in accordance with the provisions of Clause 17.1.1 (2) of this Agreement. In such scenario, DoT reserves the right, without prejudice to any other rights, which it may be entitled to under this Agreement, to appropriate all or part of Performance Guarantee so furnished by the Concessionaire.

10.6 Change in End Dates by DoT

In specific circumstances, DoT may change the commencement of services beyond the stipulated time by a maximum of twelve (12) months, in such circumstances, commencement date for Stage Carriage Services operations may be required to be adjusted by the Concessionaire. The Concessionaire shall be paid CYF for such period to meet the commitments already made by the Concessionaire, upon written request by Concessionaire, in terms of Capital Charges and Manpower & Overheads Charge (Refer Schedule 5), provided the Concessionaire was given at least three (3) months advance notice from the proposed End Date of Project Milestone No. 3. End Date/s shall be revised to reflect the aforesaid.



FINANCING ARRANGEMENTS

Article 11

- 11.1** The Concessionaire shall at its cost, expenses and risk make such financing arrangement as would be necessary to implement the Project and to ensure the procurement, construction, operation, maintenance and management of the Project and all of its other obligations under this Agreement, in a timely manner.
- 11.2** The Concessionaire shall, upon the execution of any loan/ debt financing agreement in relation to the financing of the Project and no later than 15 days thereof, submit to IM one set each of such debt financing documents along with a summary sheet containing the key terms thereof.
- 11.3** The Concessionaire shall, upon the execution of any equity financing agreement in relation to the financing of the Project and no later than 15 days thereof, submit to IM one set each of such equity financing documents along with a summary sheet containing the key terms thereof.
- 11.4** Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire shall ensure that it has obtained effective legally binding commitments towards meeting the debt and equity financing requirements of the Project (“**Financial Close**”) within a period not exceeding three (3) months from the Appointed Date and any extension thereof specifically agreed upon by IM based on reasonable request of the Concessionaire. If the Concessionaire fails to achieve Financial Close within the aforesaid period, it shall be deemed a Concessionaire Event of Default.
- 11.5** Notwithstanding anything to the contrary contained in this Agreement, if the Financial Close does not occur within the time period specified in the preceding clause and any extension thereof, all rights, privileges, claims and entitlements, if any, of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by and to have ceased with the concurrence of the Concessionaire, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties.
- 11.6** Upon Termination of this Agreement under Clause 11.5, DoT shall be entitled to appropriate the Performance Security in terms of Event of Default set out in Clause 17.1.1 (1).
- 11.7 Rights of Lenders**
- (a) Upon request by the Concessionaire, DoT hereby agrees to enter into Substitution Agreement with the lender’s to the Project. The format of such Substitution Agreement is set out in Schedule 4.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that :







- (i) upon the Lenders recalling and demanding the debt outstanding under the Financing Documents (following an event of default under the Financing Documents), or
- (ii) upon a Termination Notice being issued by DoT,

the Lenders shall, without prejudice to any other remedy available to them, have the option to propose to DoT the substitution of the Concessionaire by another suitable company ("Proposed Concessionaire"). Any such proposal shall contain in sufficient detail all the relevant information about the Proposed Concessionaire and the terms and conditions of the substitution.

- (c) Upon receipt of the Lenders' proposal pursuant to the preceding sub-clause 11.7(a), DoT shall, at its discretion, have the right to accept substitution of the Concessionaire on such terms and conditions as it may deem fit. Provided that any such substitution shall :
 - (i) be on terms and conditions of the Concession which are not less favourable to DoT than those prevailing at the time of substitution, and
 - (ii) be for the remaining period of Concession only.
- (d) In the event of substitution as aforesaid, all the rights, privileges and the benefits of the Concessionaire shall be deemed to have been transferred to and vested in the Proposed Concessionaire and DoT and the Proposed Concessionaire shall take such steps and enter into such documents as may be necessary to give effect to the substitution, which has been substantially set out in Schedule 4.

EMPLOYEE BENEFITS, HEALTH, WELFARE AND SAFETY

Article 12

12.1 General

12.1 The Concessionaire is responsible for ensuring that Employees, including the Drivers :

- (a) have necessary qualifications, competence, skills, experience and license/permits, wherever applicable including but not limited to the relevant provisions of the Motor Vehicle Act, 1988;
- (b) have good knowledge of routes, timetable, ticketing systems and other relevant systems;
- (c) are in sound physical and mental health;
- (d) are courteous and helpful to passengers and other road users;
- (e) do not discriminate against any passengers;
- (f) wear relevant badges, identity cards; and
- (g) wear uniform, that conforms with the job requirements and specifications prescribed under Applicable Laws, Applicable Clearances or Approvals and Permit conditions, if any.

12.2 Occupational Health, Welfare and Safety



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Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

The Concessionaire shall:

- (a) provide and maintain throughout the Term a safe and healthy work environment for all Concessionaire's Staff;
- (b) make sure that all Concessionaire's staff engage in safe work practices at all times;
- (c) maintain plant, equipment, approved vehicles and Depot in a safe condition;
- (d) make sure that all Concessionaire's staff are aware of and comply with any changes to relevant legislation or policy in relation to occupational health, welfare and safety;
- (e) provide occupational health, welfare and safety training to Concessionaire's staff in accordance with the requirements of labour and welfare laws; and
- (f) develop and maintain a management system which reports, investigates and responds appropriately to any hazard, incident or issue relating to occupational health, welfare and safety,

in relation to providing services set out in this Agreement.

SAFETY AND SECURITY

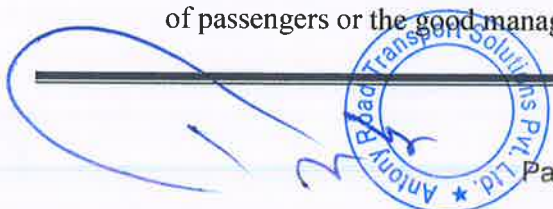
Article 13

13.1 Without limiting any other obligation imposed under this Agreement, the Concessionaire shall take all necessary steps to ensure safety, security and well-being of all persons including:

- (a) members of the public;
- (b) passengers boarding, travelling on and alighting from the vehicles used in operating the Services;
- (c) all employees, agents and contractors of DoT and IM whilst on or visiting any of the Concessionaire's vehicles or premises used in the provision of the Stage Carriage Services for any purpose in connection with this Agreement; and
- (d) other road users.

Further, the Concessionaire shall:

- (a) promptly report to DoT and IM or other relevant authority any circumstance or thing that may compromise the safety and security of passengers or other members of the public and is known or ought reasonably to be known to the Concessionaire;
- (b) cooperate with members of the police or any other law enforcement agency; and
- (c) provide the police or any other law enforcement agency with any information, access or other form of assistance reasonably required for the safety and security of passengers or the good management of the public transport system in Delhi.



13.2 The Concessionaire must provide, within three months of Appointed Date, a Safety and Security Plan, comprising but not limited to:

- (a) Risk management plan
- (b) General security plan, which provides general details of how the safety of the public, passengers and drivers will be ensured.
- (c) Preventative security plan,
- (d) Incident management/emergency response plan
- (e) Business continuity and recovery plan

Once the Safety and Security Plan has been accepted by DoT, the Concessionaire must ensure that the Safety and Security Plan is continually reviewed and updated during the tenure of this Agreement.

FARE COLLECTION SYSTEM

Article 14

14.1 DoT's Right to Use

The Concessionaire hereby agrees to provide all support to DoT, IM or its appointed agents the right to use necessary infrastructure belonging to the Concessionaire for the purpose of implementing FCS at all times during the subsistence of this Agreement.

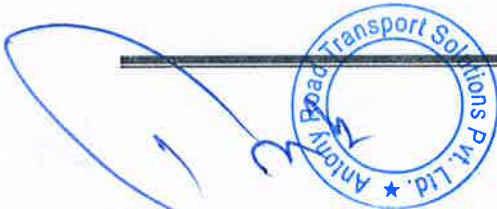
14.2 Concessionaire's use

The Concessionaire must ensure that all passengers use the FCS in terms of the guidelines provided for cooperation between Concessionaire and DoT, IM or its agents.

14.3 Maintenance

The Concessionaire must cooperate with the DoT, FCS provider in all respects to ensure that the FCS is properly maintained and functioning at all times. Where necessary provide its vehicle towards inspection, maintenance, data loading/ uploading.

Further necessary staff of DoT, IM, FCS Agent, their agents and representatives such as ticket collector, ticket checker, conductor or such persons shall be carried on board, at no extra cost. The Concessionaire shall also provide full cooperation in terms of instructions of the ticket issuer/ collector, conductor, ticket inspector including halt/ stoppage of Stage Carriage for conducting necessary inspections.



INSURANCE

Article 15

- 15.1** The Concessionaire shall, throughout the Concession Period, at its cost and expense, take out and maintain by due re-instatement or otherwise all the necessary insurances upto such maximum sums as may be required under and in accordance with the Applicable laws and such insurance as the Concessionaire reasonable considers necessary or desirable in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurance as may be necessary for mitigating the risks that may devolve on DoT/IM as a consequence of any act of omission by the Concessionaire during the Concession Period.
- 15.2** The Concessionaire shall submit to IM within thirty (30) days of obtaining such insurance cover, proof of all insurance obtained by the Concessionaire in accordance with this Article.
- (a) The Concessionaire shall furnish to IM copies of certificates of insurance, copies of insurance policies signed by an authorised representative of the insurer and copies of all premium payment receipts in respect of such insurance received from each insurance carrier, and such insurance shall not be cancelled, changed or not renewed until the expiration of at least 45 (forty five) days after written notice of such cancellation change of renewal has been received from IM. The evidence that the insurances described in this Article have been effected, and
- i. Copies of the insurance policies
 - ii. When insurance premium is paid, the Concessionaire shall submit proof of payment to IM.
 - iii. The Concessionaire shall comply with the conditions stipulated in each of the insurance policies.
 - iv. If the Concessionaire fails to effect and keep in force any of the insurances required under the Agreement, or fails to provide satisfactory evidence, policies and receipts in accordance with this Article, , the same shall be treated as Concessionaire's Event of Default.
 - v. Nothing in this Article shall limit the obligations, liabilities or responsibilities of the Concessionaire under the other terms of the Agreement or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Concessionaire.
- (b) All insurance policies supplied by the Concessionaire shall include a waiver of any right of subrogation of the insurers thereunder against inter alia, DoT/ IM and its assigns, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set off or counter claim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured any such policy.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- (c) The Concessionaire hereby further releases assigns and waives any and all rights of recovery against, inter alia, DoT and IM and its affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.
- (d) The proceeds from all insurance claims shall be applied by the Concessionaire towards meeting his obligations under the Agreement.

FORCE MAJEURE

Article 16

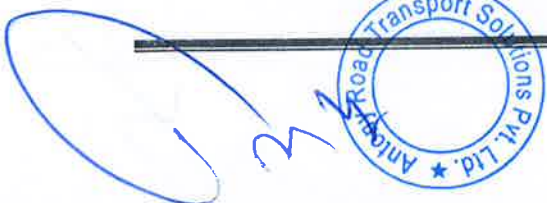
16.1 Force Majeure Event

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect political Event and/or Political Event as defined hereinafter which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money and (iii) has a Material Adverse Effect on the performance of the Affected Party .

16.2 Non Political Force Majeure Events

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

- (a) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Concession premises) or landslide;
- (b) Radioactive contamination or ionizing radiation;
- (c) Strikes or boycotts (other than those involving the Concessionaire, Concessionaires or their respective employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the public for a period exceeding a continuous period of Thirty (30) days,
- (d) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings for reasons other than failure of the Concessionaire to comply with any



Applicable Law or Applicable Clearances or Approvals or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by DoT;

- (e) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion which prevents or restricts the performance by the Concessionaire of its obligations under this Agreement for a period exceeding a continuous period of Thirty (30) days;
- (f) industry wide or State wide or India wide strikes or industrial action which prevent the Concessionaire from providing the services under the Concession Agreement for a period exceeding a continuous period of Thirty (30) days;
- (g) Any event or circumstance of a nature analogous to any of the foregoing.

16.3 Indirect Political Force Majeure Events

For purpose of this Clause, Indirect political Event shall mean an act of war (whether declared or undeclared), invasion, armed conflict or an act of foreign enemy, blockade, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents the Concessionaire from operating the Stage Carriage Services for a period exceeding a continuous period of seven (7) days in a year.

16.4 Political Force Majeure Events

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

- (a) Change in Law, only when provisions of this Agreement cannot be applied;
- (b) Expropriation or compulsory acquisition by any Governmental Agency of the entire Scheme.

16.5 Notice of Force Majeure Event

As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other party of the same, setting out, inter alia, the following in reasonable detail:

- (a) The nature and extent of the Force Majeure Event.
- (b) The estimated Force Majeure Period.
- (c) The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event.



- (d) the measures which the Concessionaire has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- (e) Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

16.6 Performance of Obligations

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

- (a) Due notice of the Force Majeure Event has been given to other parties as required by the preceding clauses
- (b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (c) the affected party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Concession as a result of the Force Majeure Event and to restore the Concession in accordance with the principles of law and its relative obligations under this Agreement;
- (d) when the affected party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;
- (e) the affected party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;
- (f) any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to amongst other parties.

16.7 Termination due to Force Majeure Event

- (a) If a Force Majeure Event leads to a situation that in the reasonable judgment of the Parties, the Concession contract cannot be restored ("Total Loss"), the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms.



- (b) Notwithstanding anything contained in this Agreement, on determination of Total Loss or if a Force Majeure Event subsists for a period exceeding 180 days either Party shall be entitled to terminate this Agreement by a notice in writing in respect thereof.
- (c) Following the issue of notice to terminate this Agreement, as provided for in this Article, the Concessionaire shall promptly take all such steps as may be necessary or required to handover the assets and other facilities given by DoT/IM to the Concessionaire subject to other provisions of this Agreement.

16.8 Termination Payment for a Force Majeure Event

16.8.1 Upon Termination of this Agreement pursuant to Clause 16.7, Termination Payment to the Concessionaire shall be made in accordance with the following:

- (a) If the Termination is on account of a Non Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to 90% (ninety per cent) of the Debt Due and the entire Subordinated Debt less due insurance claims, if any. Provided that in the event some insurance claims are not admitted, then 90% (ninety per cent) of such claims shall qualify for being included in the computation of Debt Due.
- (b) If the Termination is on account of an Indirect Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to:
 - i.) Debt Due, less due insurance claims, if any. Provided, however, that if all or any of the insurance claims are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall qualify for being included in the computation of Debt Due, plus
 - ii.) the outstanding Subordinated Debt, plus
 - iii.) 110% (one hundred ten per cent) of the Equity (subscribed in cash and actually spent on the Project) if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive years thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year, and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and half per cent) per annum.
- (c) If the Termination of this Agreement is on account of a Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to:

- (i) Debt Due, plus
- (ii) 120% (one hundred twenty per cent) of the Subordinated Debt plus
- (iii) 150% (one hundred fifty per cent) of the Equity (subscribed in cash and actually spent on the project) the if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year, and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and half per cent) per annum.

16.8.2 Save and except as expressly provided in this Article, neither of the parties hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any other Force Majeure Event.

EVENTS OF DEFAULT AND TERMINATION OF THE CONCESSION

Article 17

17.1 Termination for the Concessionaire Event of Default.

17.1.1 Concessionaire Event of Default

The following events shall constitute an event of default by the Concessionaire (a "Concessionaire Event of Default") unless such Concessionaire Event of Default has occurred as a result of DoT Event of Default or a Force Majeure Event;

- (1) The Concessionaire fails to achieve Financial Close in accordance with the provisions of Article 11;
- (2) The Concessionaire fails to achieve any Project Milestone within the period set forth in Schedule 6 or during any extended period as provided in Clause 10.2;
- (3) At any time during the Concession Period, the Concessionaire fails to adhere to the Equipment Specifications or has failed to meet Performance Standards in terms of Clause 8.2 and 8.3 and has failed to remedy the same within 30 days;
- (4) The Concessionaire is in Material Breach of this Agreement;
- (5) The Concessionaire commits default in complying with any of the terms and conditions of this Agreement, save and except those defaults in respect of which Cure Period has been expressly provided in this Agreement and fails to remedy or rectify the same within the period provided in a notice in this behalf from DoT which shall:



- (a) require the Concessionaire to remedy the breach or breaches referred to in such notice within 1 (one) month (or such longer period as may be agreed by the DoT at its absolute discretion); or
 - (b) permit the Concessionaire to put forward within 15 days of such notice a reasonable programme for the remedying of the breach or breaches, such programme to specify in reasonable detail the manner in which such breach or breaches is or are proposed to be remedied and the latest date by which it is proposed that such breach or all such breaches shall be remedied.
- (6) The Concessionaire creates any Encumbrance, charges or lien in favour of any person save and except as otherwise expressly permitted under Article 23;
- (7) The shareholding of the Consortium Members falls below the minimum prescribed under Clause 7.2.3 (e) and the Concessionaire does not suo moto cure such default within 90 (ninety) days of its occurrence;
- (8) The transfer, pursuant to law of either (a) the rights and/or obligations of the Concessionaire or (b) all or material part of the assets or undertaking of the Concessionaire except where such transfer in the reasonable opinion of DoT does not affect the ability of the Concessionaire to perform, and the Concessionaire has the financial and technical capability to perform, its material obligations;
- (9) A resolution is passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;
- (10) The Concessionaire is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Concessionaire or for any of its property that has a material bearing on the Project;
- (11) Any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and provided that:
 - (a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement; and



- (b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Concessionaire as at the Financial Close.
- (12) An event of default of the Concessionaire under any of the Financing Documents has occurred or any of the Senior Lenders has recalled its loan under any of the Financing Documents;
- (13) The Concessionaire abandons the operations of the Project for more than 15 (fifteen) consecutive days without the prior consent of DoT, provided that the Concessionaire shall be deemed not to have abandoned such operation if such abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations by DoT.
- (14) The Concessionaire repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;
- (15) The Concessionaire suffers an execution being levied on any of its assets/equipment causing a Material Adverse Effect on the Project and allows it to be continued for a period of 15 (fifteen) days;
- (16) The Concessionaire is using the GNCTD Infrastructure Facilities for any purposes other than as provided in this Agreement.
- (17) Any representation made or any warranty provided by the Concessionaire under this Agreement or the proposal is found to be false or misleading;

17.1.2 Save and except as otherwise provided in Clause 17.2, and without prejudice to any other right or remedy which DoT may have in respect thereof under this Agreement, upon a report from IM or otherwise about the occurrence of any breach or default by the Concessionaire under this Agreement including any Concessionaire Event of Default, DoT shall be entitled to terminate this Agreement by a communication in writing (the "Termination Notice") to the Concessionaire if the Concessionaire has failed to cure such breach or default within the period provided for the same in this Agreement provided that before issuing the Termination Notice, DoT shall by a notice in writing inform the Concessionaire of its intention to issue the Termination Notice (the "Preliminary Notice") and grant 15 (fifteen) days time to the Concessionaire to make its representation, if any, against such intended Termination Notice and shall after the expiry of said 15 (fifteen) day period whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

17.1.3 DoT shall, if there be Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 17.1.2 to inform the Lenders and grant 15 (fifteen) days to the Lenders, for notifying their intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event DoT

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

receives such notice from the Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such notice or exercise its right of Suspension, as the case may be, for enabling the Lenders to exercise their right of substitution in accordance with the Substitution Agreement.

Provided that the Lenders' Representative may, instead of exercising the Lenders right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, DoT shall withdraw its notice referred to above and restore all the rights of the Concessionaire.

Provided further that upon written request from the Lenders and the Concessionaire, DoT may extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as DoT may deem appropriate.

17.1.4 Subject to Clause 17.2, the following shall apply in respect of cure of any of the defaults and/or breaches of this Agreement.

- (i) The Cure Period shall commence from the date on which a notice in writing is delivered by DoT to the Concessionaire asking the latter to cure the breach or default specified in such notice.
- (ii) The Cure Period provided in this Agreement shall not relieve the Concessionaire from liability for Damages caused by its breach or default;
- (iii) The Cure Period shall not in any way be extended by any period of suspension under this Agreement;
- (iv) If the cure of any breach by the Concessionaire requires any reasonable action by Concessionaire that must be approved by DoT or IM hereunder the applicable Cure Period (and any liability of the Concessionaire for damages incurred) shall be extended by the period taken by DoT or IM to accord their required approval.

17.2 Notwithstanding anything to the contrary contained in this Agreement, in the event of the Concessionaire being in default under any of the provisions hereof expressly providing for Termination under or in accordance with this Clause 17.2, DoT shall be entitled to terminate this Agreement forthwith by issuing a Termination Notice to the Concessionaire and upon issue of such Termination Notice by DoT this Agreement shall stand terminated forthwith. Provided, however, that prior to such Termination, DoT shall by notice grant to the Concessionaire a Cure Period upto one (1) month for curing the relevant breach or default of the provisions of this Agreement.





Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

17.3 Upon Termination by DoT on account of occurrence of Concessionaire Event of Default after COD, DoT shall pay to the Concessionaire by way of Termination Payment an amount equal to 90% (ninety per cent) of the Debt Due less insurance claims, if any, provided, however, that if all or any of the insurance claims are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall qualify for being included in the computation of Debt Due. Performance Security of the Concessionaire shall be forfeited upon Termination by DoT on account of occurrence of Concessionaire Event of Default after COD.

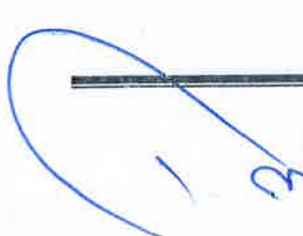

17.4 Termination for DoT Event of Default

17.4.1 The Concessionaire may after giving 90 (ninety) days notice in writing to DoT terminate this Agreement upon the occurrence and continuation of any of the following events (each a "DoT Event of Default"), unless any such DoT Event of Default has occurred as a result of Concessionaire Event of Default or due to a Force Majeure Event.

- (1) DoT is in breach of this Agreement and such breach has a Material Adverse Effect on the Concessionaire and DoT has failed to cure such breach or take effective steps for curing such breach within 90 (ninety) days of receipt of notice in this behalf from the Concessionaire;
- (2) DoT repudiates this Agreement or otherwise evidences an irrevocable intention not to be bound by this Agreement;
- (3) GoI or GNCTD or any Governmental Agency have by an act of commission or omission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Concessionaire and have failed to cure the same within 90 (ninety) days of receipt of notice by DoT in this behalf from the Concessionaire;
- (4) DoT has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect;
- (5) DoT has failed to execute the Substitution Agreement in accordance with this Agreement or having executed the same is in breach of any of its obligations thereunder and such breach has not been cured within 30 days from the date of written notice thereof given by the Concessionaire.
- (6) Any representation made or warranties given by DoT under this Agreement has been found to be false or misleading.

17.4.2 Upon Termination by the Concessionaire on account of DoT Event of Default, the Concessionaire shall be entitled to receive from DoT by way of Termination Payment a sum equal to:

- (i) Debt Due, plus
- (ii) 120% (one hundred twenty percent) of the total Subordinated Debt, plus

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- (iii) 150% (one hundred fifty per cent) of the Equity (subscribed in cash and actually spent on the Project, if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and a half per cent) per annum.

17.5 Upon Termination of this Agreement for any reason whatsoever, DoT shall:

- (a) take possession and control of Project forthwith;
- (b) take possession and control forthwith of any vehicles, equipments, materials, office space, implements, stores etc. on or about the Project;
- (c) restrain the Concessionaire and any person claiming through or under the Concessionaire from use of GNCTD Infrastructure Facilities;
- (d) substitute the Concessionaire for the Project with/ without inviting fresh bids for the Project;
- (e) subject to the provisions of the Substitution Agreement, enter into a Concession Agreement with any Person on such terms and conditions as it may deem fit.
- (f) succeed upon election by DoT without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire as DoT may in its discretion deem appropriate and shall upon such election be required to compensate such contractors only for compensation accruing and becoming due and payable to them from and after the date DoT elects to succeed to the interests of the Concessionaire as aforesaid. All sums claimed by such Contractors as being due and owing for work and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors and DoT shall in no way or manner be liable or responsible for such sums.

17.6 Termination Payments

The Termination Payment pursuant to this Agreement shall become due and payable to the Concessionaire by DoT within thirty (30) days of a demand being made by the Concessionaire with the necessary particulars duly certified by the Statutory Auditors. If DoT fails to disburse the full Termination Payment within 30 (thirty) days, the amount remaining unpaid shall be disbursed along with interest at the rate of RBI's bank rate plus two per cent for the period of delay on such amount.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. All rights and obligations of either Party under this Agreement, including without limitation Termination Payments and Divestment procedures, shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

17.7 **Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

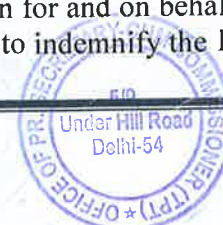
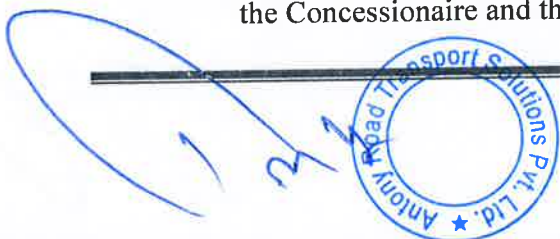
Provided that the Party in breach shall compensate the other Party for any direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

17.8 **Suspension upon Concessionaire Default**

17.8.1 In specific circumstances in public interest, upon occurrence of a Concessionaire Default, the DoT shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Concessionaire under this Agreement and (ii) exercise such rights itself or authorise any other person to exercise the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the DoT to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the DoT shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

17.8.2 **DoT to act on behalf of Concessionaire**

- (a) The DoT shall be entitled to withdrawals from the Designated Account for meeting the costs incurred by it for remedying and rectifying the cause of Suspension.
- (b) During the period of Suspension hereunder, all assets and liabilities in relation to the Project shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the DoT for discharging the obligations of the Concessionaire under and in accordance with this Agreement, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes' to indemnify the DoT



On termination of this Agreement, DoT or IM shall not be liable to the Concessionaire for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with such termination.

**REPRESENTATIONS, WARRANTIES AND
DISCLAIMER**

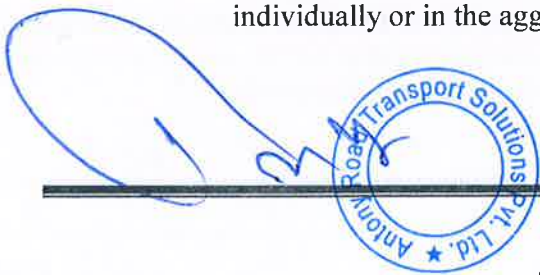
Article 18

18.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants that:

It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transaction contemplated hereby;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the financial standing and capacity to undertake the Concession;
- (e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly waives any immunity in any jurisdiction in respect hereof;
- (g) It has no knowledge of any violation of default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any governmental agency which may result in any Material Adverse Effect or impairment of the Concessionaire's ability to perform its obligations and duties under this Agreement;
- (h) There are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute Concessionaire's Default or which individually or in the aggregate may result in Material Adverse Effect.



- (i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- (j) No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession.
- (k) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Concession and the information provided by DoT, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder, such examination/ review having included but not limited to the following:

The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DoT/IM shall not be liable for the same in any manner whatsoever to the Concessionaire.

- (l) the **M/s Antony Road Transport Solution (P) Limited** shall comply with requirements set out in Clause 7.2.3 (e) of this Agreement;
- (m) **M/s Antony Road Transport Solution (P) Limited** have the financial standing and resource to fund the required equity share capital of the Concessionaire and to raise the debt necessary for undertaking and implementing the Project.
- (n) The existing shareholding of the promoters/Consortium Members in the Consortium is in accordance with requirements set forth in Article 7.2.3(e) and conforms to the representations made by the Consortium Members at the time of LOA;
- (o) the information submitted in the Proposal and updated as on or before the issue of LOA is true and accurate as on the date of this Agreement; there has been no change in the control of any Consortium Member whose technical and/or financial capacity was taken into consideration for the purposes of short listing and prequalification for the submission of the Proposal pursuant to the RFQP as on date of this Agreement;
- (p) the **M/s Antony Road Transport Solution (P) Limited**:
- (i) met at the time of submission of Proposal and continues to meet the pre-qualification conditions to be eligible for the award of LOA and for the Concessionaire to enter into this Agreement;






18.3 Obligation to notify change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

HANDBACK

Article 19

19.1 Project Facilities Ownership

- (a) Without prejudice and subject to the Concession, the ownership of the GNCTD Infrastructure Facilities shall at all times rest with DoT/ concerned government agency.
- (b) Without prejudice and subject to the Concession, the ownership of assets belonging to the Concessionaire and used for the Project, shall remain with the Concessionaire.
- (c) However, in case of Event of Default leading to Termination and DoT agreeing to make Termination Payment, the ownership of Concessionaire Assets shall suo-motu vest with DoT and the Concessionaire shall be obliged to complete all legal formalities to enable such transfer in the name of DoT/ Person nominated by DoT.

19.2 Obligations of Parties

(a) Concessionaire's Obligations

- (i) The Concessionaire shall on the date of Expiry by efflux of time or Termination, as the case may be, hand back vacant and peaceful possession of the GNCTD Infrastructure Facilities to DoT / concerned government agency free of cost and in good operable condition.
- (ii) Atleast 2 months before the expected Expiry or within one week of issue of Termination Notice, a joint inspection of the GNCTD Infrastructure Facilities shall be undertaken by DoT, Concessionaire and IM. DoT and IM shall, within 15 days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs ("GNCTD Infrastructure Facilities Handback Requirements"), if any, to be carried out so as to conform to the Good Industry Practices and acceptable conditions subject to normal wear and tear. The Concessionaire shall promptly undertake and complete such works/jobs at least one month prior to the expected date of Expiry or Date of Termination and ensure that the GNCTD Infrastructure Facilities continue to meet such requirements until the same are handed back to DoT/ concerned government agency.
- (iii) DoT/ IM shall, within 15 days of the joint inspection undertaken under preceding clause (i) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to DoT in terms of Clause 19.1(a) and 19.1(c) as applicable.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- (iv) The Concessionaire hereby acknowledges DoT's rights specified in Clause 17.1 & 17.4 enforceable against it upon Termination and its corresponding obligations arising therefrom. The Concessionaire undertakes to comply with and discharge promptly all such obligations.

(b) DoT's Obligations

DoT shall, subject to DoT's right to deduct amounts towards;

- (i) carrying out works/jobs listed under Clause 19.2(a)(ii), which have not been carried out by the Concessionaire,
- (ii) purchase of items, which have not been handed back to DoT or assets belonging to the Concessionaire and used for the Project in terms of Clause 19.2(a)(iii), and
- (iii) any outstanding dues, which may have accrued in respect of the GNCTD Infrastructure Facilities.

INDEMNITY AND LIABILITY

Article 20

20.1 General Indemnity

- (a) The Concessionaire will indemnify, defend and hold DoT/ IM harmless against any and all proceedings, actions and, third party claims (other than a claim by DoT/ IM or GOI for loss, damage and expense of whatever kind and nature arising out of the Concession contract of any of its obligations under this Agreement except to the extent that any such claim has arisen due to DoT Event of Default).
- (b) DoT will, indemnify, defend and hold harmless the Concessionaire against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of defect in title and/or the rights of DoT or IM adversely affecting the performance of the Concessionaire's obligations under this Agreement and/or arising out of acts done in discharge of their lawful functions by DoT or IM its Officers, servants, agents, subsidiaries and contractors ("DoT/ IM Indemnified Persons") including DoT Events of Default except to the extent that any such claim has arisen due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the Concessionaire, its Subsidiaries, affiliates, Contractors, servants or agents including due to Concessionaire Event of Default.

20.2 Without limiting the generality of Clause 20.1 the Concessionaire shall fully indemnify, save harmless and defend DoT and IM including its officers, servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Clearances or Approvals, (b) payments of taxes



relating to the Concessionaire contractors, suppliers and representatives, income or other taxes required to be paid by the Concessionaire without reimbursement hereunder, or (c) non-payment of amounts due as a result of materials or services provided to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its agents.

20.3 Without limiting the generality of the provisions of this Article, the Concessionaire shall fully indemnify, save harmless and defend the DoT and IM from and against any and all damages which the DoT and/or IM may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's agents in performing the Concessionaire's obligations or in any way incorporated in or related to the Scheme. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Scheme, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for DoT and/or IM a license, at no cost to DoT and/or IM authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense and without impairing the specifications and standards either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.

20.4 In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Article it shall notify the other Party ("Indemnifying Party") within 7 days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct the proceedings in the name of the Indemnified Party subject the Indemnified Party being secured against any costs involved to its reasonable satisfaction.

20.5 Defense of Claims

(a) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this Article, the Indemnifying Party shall be entitled, at its option, to assume



and control the defense of such claim, action, suit or proceeding liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.

- (b) If the Indemnifying Party has exercised its rights under Clause 20.4 the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- (c) If the Indemnifying Party exercises its rights under Clause 20.4 then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless:
- (i) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
 - (ii) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or
 - (iii) the Indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defense of such action and shall have been so notified by the Indemnified Party; or
 - (iv) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - iv.a that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or
 - iv.b that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement.

provided that if clauses (ii), (iii) or (iv) shall be applicable, counsel for the Indemnified Party shall have the right to direct the defense of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.



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PERSONNEL UNDER THE CONCESSIONAIRE

Article 21

- 21.1** The Concessionaire shall be solely responsible for all the personnel including drivers and other employees working under the Concession which are employed directly or engaged by the Concessionaire through any other agency. Further, the Concessionaire shall also be solely responsible for the statutory payments in respect of the labour laws to the drivers and other personnel working under the Concession. The Concessionaire while appointing the personnel will specifically inform the personnel that on being appointed for the purpose of Concession, cannot claim any right or privileges as employees of DoT/ IM. Neither DoT nor IM shall be responsible for any liability of the Concessionaire towards the statutory payments to the personnel working under them. The Concessionaire shall hold IM harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violation of personnel practices.

DISPUTE RESOLUTION MECHANISM

Article 22

22.1 Amicable Settlement

- (a) If any dispute or difference or claims of any kind arises between the DoT and the Concessionaire in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

22.1 Assistance of Expert

- (a) The Parties may, in appropriate cases agree to refer the matter to an expert appointed by them with mutual consent ("Expert"). The cost of obtaining the service of the Expert shall be shared equally.

22.2 Arbitration

(a) Arbitrators

Failing amicable settlement and/or settlement with the assistance of Expert appointed by the Parties by mutual consent, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. DoT shall appoint the 'Sole Arbitrator' within 30 (thirty) days of invocation of the arbitration.

(b) Place of Arbitration

The place of arbitration shall be Delhi.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

(c) **English Language**

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

(d) **Procedure**

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

(e) **Enforcement of Award**

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

(f) **Fees and Expenses**

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

(g) **Performance during Arbitration**

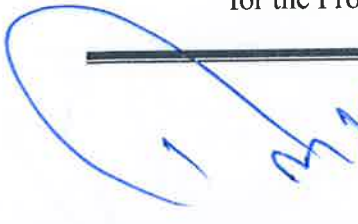

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

ASSIGNMENT, CHARGES AND SUB-CONTRACTING **Article 23**

23.1 The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of DoT.

The aforesaid shall not apply to:

- (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire;
- (ii) Pledges/hypothecation of goods/ moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;


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- (iii) assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.
- 23.2 The Concessionaire shall not create nor permit to subsist any Encumbrance over the GNCTD Infrastructure Facilities.
- 23.3 Lenders of the Concessionaire may exercise the right of step in or substitute another person but the sole discretion to do so rests with DoT.
- 23.4 The Concessionaire shall not sub-contract all or any part of the Project without the prior written consent of DoT. For any sub-contracting activity, prior approval of DoT or IM shall be required to be obtained by the Concessionaire, which may be refused or granted subject to such conditions as DoT deems fit.
- 23.5 Where the Concessionaire sub-contracts, a part of the Project to any Person, the Concessionaire shall:
- ensure that such Person is obliged to comply with all of the obligations and duties of the Concessionaire under this Agreement insofar as they relate to part of the Project which that sub-contractor is required to provide;
 - be responsible for payments to that Person; and
 - remain solely responsible and liable to the DoT for any breach of the Agreement or any performance, non-performance, part-performance or delay in performance of any of the services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Concessionaire.
- 23.6 This Concession Agreement is personal to the Concessionaire who shall not assign, novate or otherwise dispose in whole or in part of its rights hereunder nor assign, sub-contract or otherwise delegate in whole or in part any of its obligations hereunder without the prior written consent of DoT. For the avoidance of doubt a disposal shall be deemed to include but not be limited to any reorganisation of the Concessionaire which would affect the Concessionaire's ability to perform any of its obligations under this Concession Agreement including without limitation any reorganisation which affects the resources, technical competence and/or financial standing (or the technical and financial resources available) to enable the Concessionaire to perform its obligations.

MISCELLANEOUS

Article 24

24.1 Information

- (a) The Concessionaire acknowledges that DoT:



- (i) is subject to The Right to Information Act 2005 ("RTI Act") and agrees to assist and cooperate with DoT to enable DoT to comply with its obligations under the RTI; and
- (ii) may be obliged under the RTI Act to disclose information without consulting or obtaining consent from the Concessionaire.
- (iii) Without prejudice to the generality of this Clause, the Concessionaire shall and procure that its sub-contractors (if any) shall:
- transfer to the Concessionaire each information request relevant to the Project; and
 - in relation to information held by the Concessionaire on behalf of the DoT, provide DoT with details about and/or copies of all such information that DoT requests and such details and/or copies shall be provided within 5 Business Days of a request from DoT (or such other period as the DoT may reasonably specify), and in such form as the DoT may reasonably specify.
- (b) Subject to 24.1 (a), Each Party will keep confidential:
- (i) the terms of this Agreement; and
- (ii) any and all Confidential Information that it may acquire in relation to the other party.
- (c) Neither Party will use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement. Each Party will ensure that its officers and employees comply with the provisions of Clause 24.1.
- (d) The obligations on a Party set out in Clause 24.1 (b) will not apply to any Confidential Information which:
- (i) either of the Parties can demonstrate is in the public domain; or
- (ii) a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.
- (e) The provisions of this Clause 24.1 will survive any termination of this Agreement for a period of 5 years from termination.

24.2 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof, carry interest at State Bank of India – Prime Lending Rate plus 2%

per annum (a rate at which the bank ordinarily lends money to its best corporate customers) from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this clause shall neither be deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

24.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India subject to Article 22, the Courts at Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

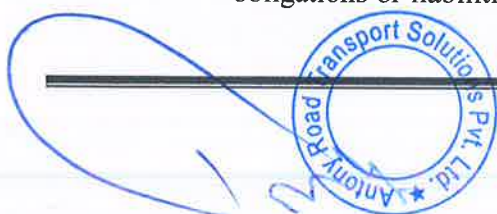
24.4 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

24.5 Survival

Termination of this Agreement:

- (a) shall not relieve the Concessionaire or DoT of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

24.6 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

24.7 Notices

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

If to DoT




Secretary and Commissioner, Transport
Government of National Capital Territory of Delhi
 5/9, Under Hill Road
 Delhi 110054
 Fax No. 011-23933069

If to the Concessionaire
Antony Road Transport Solution Private Limited
 Plot No. R-232,
 T.T.C Industrial Area,
 Thane-Belapur Road,
 Ghansoli, Navi Mumbai -400701
 Email ID. gauravkapur@antonyasia.com

Or such address or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such telex number or facsimile number.

24.8 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and

the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

24.9 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties.

24.10 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings, which are in any way relevant to this Agreement shall be in writing and in English language. However, where-ever required, based on DoT guidelines/ instructions, necessary documentation shall be required to be prepared in Hindi, also.

24.11 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

24.12 Counterparts

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



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

SIGNED SEALED AND DELIVERED

For and on behalf of DoT by

 (Signature)

VARSHA JOSHI, IAS (Name)

Secretary cum Commissioner (Tpt)
Transport Department
GNCT Delhi

5/9, Under Hill Road, Delhi (Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of Antony Road Transport Solution Private Limited (Concessionaire) by:

For ANTONY ROAD TRANSPORT SOLUTIONS PVT. LTD.

 (Signature)
AUTHORISED SIGNATORY

TIRO VARHESE KALLARAKAL (Name)

CHIEF OPERATING OFFICER. (Designation)

In the presence of:

1.  (Signature)

Jimmy John (Name)

E/501, Sai Radian ce (Address)

Sec-15, CBD - Navi Mumbai.

2.  (Signature)

C. S. NAWANI (Name)

Deputy Chief Officer (Designation)

Transport Department (Address)

5/9, Under Hill Road
Delhi - 110054

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No.13
Operation of Private Stage Carriage Services in Delhi	

Cluster Operations Detail	Schedule 1
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1.0 This scheduling plan refers to specific routes in each Cluster as a Unified Time Table (UTT) both for the DTC and the Concessionaire. The scheduling of bus services varies according to the days of week and the time of the day. Each trip has a starting time & location and a destination time & location.

2.0 The following are objectives of the scheduling plan:

- (a) Integration of the Bus Time Table with other modes of existing and proposed public transport
- (b) The Unified Time schedule for both DTC and the Concessionaire
- (c) Reducing service overlaps
- (d) The minimization of layover and dead running
- (e) Time sequence feasibility of trips
- (f) The provision of bus service at regular intervals.

3.0 The schedule may be reviewed after an initial period of bus operation with a view to improve service delivery and fleet utilization.

3.1 The Scheduling Plan

The schedule will require provisioning buses between DTC and the Concessionaire, generally in the ratio of 50:50. This total excludes buses held in reserve for maintenance.

Currently, the scheduling plan has been prepared on Unified Scheduling Method, i.e. buses will take equal time to complete the trip and don't provide rest time for the crew. The Concessionaire shall prepare a duty chart for employees classified as a 'Motor Transport Worker' as per the conditions of 'Motor Transport Workers Act, 1961'.

3.1.1 Differential Scheduling Method

As better vehicle mobility data becomes available, the IM will prepare the UTT using Differential Scheduling Method. The Differential Scheduling Method assumes that buses take lesser time during non-peak hours to complete their journeys compared to peak hours. This method will increase the fleet efficiency. The schedule for each route will be prepared on the same principle.

3.2 Night Services



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for
Operation of Private Stage Carriage Services in Delhi	Cluster No.13

The service is proposed to be planned in such a way that the buses will be available on each route from early morning to late at night. IM will also operate "Night Bus Services" on selected routes, with frequency upto 1/5th of the day frequency.

Route details and the time table will be provided to the Concessionaire by the IM.

3.3 Special Schedules

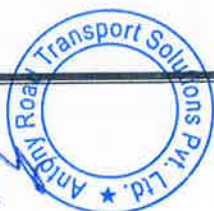
Special Schedules for specific occasions such as Holi, Diwali, Rakshabandhan etc. will be prepared from time to time with a view to meet additional traffic demand and the Concessionaire needs to comply with the notified schedules.

3.4 Effective Operational Days

UTT is prepared for weekdays, weekends and Public Holidays. The total number of weekdays is 309, and the total number of weekends and public holidays is 56 days. Weekends & Public Holidays include Sundays (52 Days) and four public holidays – Independence Day, Republic Day, Gandhi Jyanti and Holi.

Note:

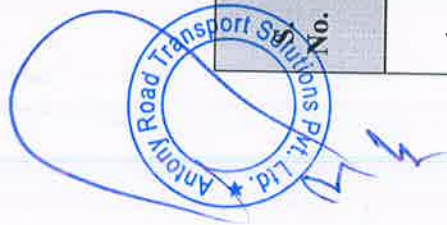
- (1) IM will provide the detailed UTT to the concessionaire during the operational stage.
- (2) Cluster Details as Set out in the following Tables.
- (3) DoT may undertake Route rationalization study any time during Concession Period, based on the outcome of the study routes are subject to change.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No.13
Operation of Private Stage Carriage Services in Delhi	

Table 1: Cluster No. 13 Route Details Cluster-13

Route No.	From	To	Fare Stage	Route Length (km)	Total no. of buses required	DIMTS sch. buses (50%)	DTC sch. buses (50%)
1	Sadar Thana	Hari Nagar Clock Tower	Sadar Thana, DB Gupta Market, Radha Swami Satsang, West Patel Nagar, Moti Nagar, P.S. Kirti Nagar, Mayapuri Depot, Beriwalla Bagh, Hari Nagar Clock Tower	16.9	30	15	15
2	Mehrauli	Nangloi	1. Mehrauli 2. Qutab 3. Andheria More 4. Kishan Garh, 5. Verma Farm 6. Mahipal Pur 7. Rang Puri 8. Sambhalka 9. Kapeshera More 10. Bijwasan School 11. Bijwasan Rly Crossing 12. Bamroli 13. Chhawla Camp 14. Chhawla Vill. 15. Jhatikra More 16. Roshan Pura 17. Najafgarh 18. D.K.Depot. 19. Baprola 20. Tilang Pur Kotla 21. Ranhola 22. Neelothi Crossing 23. Nangloi	44	36	18	18
3	Safdarjung Terminal	Najafgarh	1. S.J Terminal 2. S.J.Hospital 3. Nauroji Nagar 4. Rk Puram-I 5. S.M.Temple 6. Aps Colony 7. Nh Crossing 8. Mahipal Pur Xng 9. Rang Puri 10. Sambhalka 11. Kapashera More 12. Bijwa-San School 13. Bijwasan Rly Crossing 14. Bamroli 15. Chhawla Camp 16. Chhawla Vill 17. Jhatikri More 8. Roshan Pura 19. Najafgarh	34.7	36	18	18
4	Najafgarh	Narela	Najafgarh, DK Depot, Baprola, Tilangpur Kotla, Randhala, Nilothi Crossing, Nangloi, Kamruddin Nagar, Mundika, Rani Khera, Madanpur Dabas, Karala, Kanjhawala, Ladpur, Jyonti, Punjab Khor, Qutabgarh, Mungeshpur, Auchandi Border, Auchandi Vill, Dariyapur, Bawana, Ghoga, A/F	53.7	8	4	4



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No.13
Operation of Private Stage Carriage Services in Delhi	

S. No.	Route No.	From	To	Fare Stage	Route Length (km)	Total no. of buses required	DIMTS sch. buses (50%)	DTC sch. buses (50%)
5	703	Shastri Nagar	A-1, Janakpuri	Stn, Sanoth Crossing, Vishal Bagh, Narela Shastri Nagar, Shakarpur, Rainy Well, I.T.O (AGCR), Mandi House, Regal, Kendriyariya Terminal, Talkatora Road, Talkatora Garden, Bharat Sadhu Samaj, Dhaula Kuan, RR Lines, Signal Officers Flats, Kirby Place, Lajwanti Garden, Desu Colony, C-2B Janakpuri, A-1 Janakpuri	30	40	20	20
6	706	Mori Gate Terminal	Rajokri Harijan Basti	Mori Gate, Yamuna Bazar, Shanti Van, Delhi Gate, Mandi House, Patel Chowk, Kendriyariya Terminal, Talkatora Garden, Bharat Sadhu Samaj, Dhaula Kuan, Air Force Headquarters, APS Colony, N.H.Way Crossing, Mahipalpur, Rangpuri, Mile Stone, Rajokri Crossing, Rajokri Village, Rajokri Harijan Basti	29.6	40	20	20
7	708	Narela	Najafgarh	1. Narela 2. Vishal Bagh 3. Sanoth Crossing 4. Ghoga A/F Stn.5. Bawana 6. Bajitpur Crossing 7. Prem Piao, 8. Chand Pur9. Kanjhawala 10. Kanjhawala School 11. Ghewra Vill,12.Hiran Kudna Crossing 13. Mundka 14.Kmruddin Nagar,15. Nangloi 16. Nilothi Crossing 17. Ranhola 18.Tilangpur Kotla,19. Baprola 20. Dk Depot 21. Najafgarh	42.2	16	8	8
8	772	Uttam Nagar Terminal	IGI Airport	Uttam Nagar, C-1 Janak Puri, Dabri Village, Palam Village, Amrohi Crossing, Bagdola Village, Shahbad Mohammadpur, IGI Air Port	13.5	40	20	20
9	773	Bharthal Village	Ambedkar Stadium	1.A.K. Stadium 2. Mandi House 3. Patel Chowk 4. Kend. T. 5. Talkatora Garden 6.Bharat Sadhu Samaj 7. Dhaula Kuan 8. Air Force H.Qrts. 9. Aps Colony 10. Naitonal High Way	29.9	4	2	2

S. No.	Route No.	From	To	Fare Stage	Route Length (km)	Total no. of buses required	DIMTS sch. buses (50%)	DTC sch. buses (50%)
			Termina I	Crossing 11. Mahi Pal Pur 12. Rang Puri 13. Samalkha 14. Kapashera Crossing 15. Eijwasan School 16. Barthal Village				
10	783	Delhi Secretariat	Najafgarh Termina I	1. Delhi Sectt 2. Ambedkar Stadium 3. Mandi House 4. Krishi Bhawan 5. Teen Murti 6. Rly. Colony 7. Dh. Kuan 8. Rr Lines 9. Signal Officers Flats 10. Kirby Place 11. Lajwanti Gdn 12. Desu Colony, 13. C-I Janak Puri 14. Uttam Ng Terminal 15. Nwada 16. Kakroula Bridge 17. Nangli Sakroti 18. Najafgarh	32	8	4	4
11	790	Ambedkar Stadium Terminal	Najafgarh	1. Ambedkar. Std Terminal 2. Mandi House 3. Patel Chowk, 4. Kend. Term 5. Talkatora Gdn 6. Bharat Sadhu Smaj, 7. Dh. Kuan 8. Air Force Hq 9. Aps Colony 10. N.H.W Crossing 11. Mahipal Pur 12. Rang Puri 13. Smalka 14. Kapashera Crossing 15. Bijwasan School 16. Bijwasan Rly. Stn 17. Bannoli 18. Chhawla Camp 19. Chhawla Village, 20. Jhatikra Crossing 21. Roshan Pura 22. Najafgarh	42	4	2	2
12	792	Mori Gate Terminal	Bharthal Village	Mori Gate Terminal, Ice Factory, G. G. S. Marg, Rabindra Rangshala, R-Block Rajinder Nagar, Budha Jayanti Park, Dhaula Kuan, Air Force Headquarters, APS Colony, National Highway Crossing, Mahipalpur, Rangpuri, Samalkha, Kapas Hera Crossing, Bijwasan School, Bharthal	30	4	2	2
13	793	Ambedkar Stadium Terminal	H-3, Vikas Puri	Ambedkar Stadium Terminal, Mandi House, Krishi Bhawan, Teen Murti, Railway Colony, Dhaula Kuan, R. R. Lines, Signal Officers Flats, Kirby Place, Lajwanti Garden, Tilak Nagar, District Centre, C-Block Vikaspuri, H-3	26	30	15	15

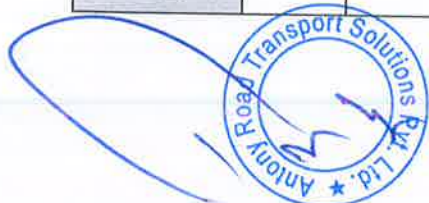


Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No.13
Operation of Private Stage Carriage Services in Delhi	

S. No.	Route No.	From	To	Fare Stage	Route Length (km)	Total no. of buses required	DIMTS sch. buses (50%)	DTC sch. buses (50%)
14	801	Tri Nagar Metro Station (Inderlok Metro Station)	IGI Airport	Vikasपुरी 1. Inder lok Metro Station 2. Zakhira 3. Moti Nagar 4. Raja Garden 5. Mukherji Park 6. Tilak Nagar 7. C-2b Janak Puri 8. Dabri Village 9. Palam Village 10. Ambrani Crossing 11. Bagrola 12. Dwarka 20/21 Crossing 13. Dwarka Sec 25 14. Phushpanjali G Block 15. Samlakha Crossing 16. Shiv murti 17. Rangpuri Crossing 18. Cargo 19. IGI airport.	30	40	20	20
15	806	Karampura	Paprawa Village	Karampura, Raja Garden, Mukherji Park, Tilak Nagar, District Centre, Uttam Nagar, Nawada, Kakrola Bridge, Nangli Sakrawati, Najafgarh, Paprawat Village	20.5	6	3	3
16	818	Tilak Nagar	Jhatikra Village	1. Tilak Nagar. 2. Distt. Centre 3. Uttam Nagar Terminal 4. Nawada 5. Kakroula Bridge 6. Nangli Sakrawati 7. Najaf Garh 8. Roshan Pura 9. Jhatikra Crossing 10. Rewla Khan Pur 11. Pandwala Kalan Crossing. Daulat Pur Crossing 13. Jhatikra Vill.	20.8	4	2	2
17	819	Tilak Nagar	Pandwala Kalan	1. Tilak Nagar. 2. Distt. Centre 3. Uttam Nagar Terminal 4. Nawada 5. Kakroula Bridge 6. Nangli Sakrawati 7. Najaf Garh 8. Roshan Pura 9. Jhatikra Crossing 10. Rewla Khan Pur 11. Pandwala Kalan Crossing 12. Pandwala Kalan	20	8	4	4
18	821	Tilak Nagar	Jaffarpur Kalan	Tilak Nagar, District Centre, Uttam Nagar Terminal, Nawada, Kakrola Bridge, Nangli Sakrawati, Najafgarh, Ghuman Hera Crossing, Mitraon, Surhera Crossing, Rawta Crossing, Jaffarpur Kalan	20.4	6	3	3
19	822	Tilak Nagar	Issapur Temple	1. Tilak Nagar 2. District Centre 3. Uttam Nagar Terminal 4. Nawada 5. Kakroula Bridge 6. Nangli Sakrawati 7. Najaf Garh 8. Ghuman Hera Crossing 9.	27.4	36	18	18

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for
Operation of Private Stage Carriage Services in Delhi	Cluster No.13

S. No.	Route No.	From	To	Fare Stage	Route Length (km)	Total no. of buses required	DIMTS sch. buses (50%)	DTC sch. buses (50%)
20	824	Tilak Nagar	Kair Village	Mitraon10. Surera Crossing. 11 Rawata Crossing 12. Mundhela Crossing 13. Kazi Pur 14. Issa Mc School 15. Issapur Tample 1. Tilak Nagar 2. District Centre 3. Uttam Nagar Terminal4. Nawada 5. Kakroula Bridge 6. Nangli Sakarawati 7. Najaf Garh 8. Ghuman Hera Crossing 9. Mitraon 10. Kair Vill.	18	8	4	4
21	825	Tilak Nagar	Jharoda Kalan	1. Tilak Nagar 2. District Centre 3. Uttam Nagar Terminal4. Nawada 5. Kakroula Bridge 6. Nangli Sakarawati 7. Najaf Garh 8. Jharoda Crossing 9. Jharoda Camp10. Jharoda Kalan	17.8	8	4	4
22	826	Tilak Nagar	Khera Dabar	1. Tilak Nagar 2. District Centre 3. Uttam Nagar Terminal4. Nawada 5. Kakroula Bridge 6. Nangli Sakarawati7. Najaf Garh 8. Ghuman Hera Crossing 9. Mitraon10. Surera Crossing 11. Khera Dabar	20.6	6	3	3
23	827	Tilak Nagar	Daurala Border	1. Tilak Nagar. 2. Distt. Centre 3. Uttam Nagar Terminal4. Nawada 5. Kakroula Bridge 6. Nangli Sakarawati 7. Najaf Garh 8. Ghuman Hera Crossing 9. Mitraou10. Surera Crossing. 11 Rawata Crossing 12. Samas Khalsa 13.Ujawa 14. Malik Pur Zar Crossing 15. Rawata 16.Daurala Bdr.	29.6	32	16	16
24	828	Karampur Terminal	Ghalibpur	1.Karam pura Terminal 2. Raja Garden 3. mukharjee park 4.Tilak Nagar. 5. Distt. Centre 6. Uttam Nagar Terminal 7. Nawada 8. Kakroula Bridge 9. Nangli Sakarawati 10. Najaf Garh 11. Ghuman Hera Crossing 12. Khaira Vill. 13. Kharikhri Nahar 14. Kharikhri Jatmal 15. Hasan Pur 16.	28.1	4	2	2



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No.13
Operation of Private Stage Carriage Services in Delhi	

S. No.	Route No.	From	To	Fare Stage	Route Length (km)	Total no. of buses required	DIMTS sch. buses (50%)	DTC sch. buses (50%)
				Ghuman Hera 17. Rawata 18. Amrawati Pious 19. Galib Pur				
25	829	Tilak Nagar	Shikarpur	1. Tilak Nagar 2. District Centre 3. Uttam Nagar Terminal 4. Nawada 5. Kakroula Bridge 6. Nangli Sakrawati 7. Najaf Garh 8. Roshan Pura 9. Jhatikra Crossing 10. Rewla Khan Pur 11. Pandwala Kalan Crossing 12. Doulat Pur Crossing 13. Shikar Pur	23.4	4	2	2
26	834	Tilak Nagar	Nanakheri Border	Tilak Nagar, District Centre, Uttam Nagar, Nawada, Kakrola Bridge, Nangli Sakrabati, Najafgarh, Roshanpura, Jhatikra Crossing, Chhawala Vill, Kanganheri, Badusarai, Nanakheri, Nanakheri Border	24	6	3	3
27	835	Tilak Nagar	Dhansa Border	Tilak Nagar, District Centre, Uttam Nagar Terminal, Nawada, Kakrola Bridge, Nangli Sakroti, Najafgarh, Ghuman Hera Crossing, Mitrao, Suraera Crossing, Rawta Crossing, Mundhela Crossing, Kazipur, Dhansa Vill, Dhansa Border	29.4	24	12	12
28	836	Tilak Nagar	Mundhela Khurd	1. Tilak Nagar 2. District Centre 3. Uttam Nagar Terminal 4. Nawada 5. Kakroula Bridge 6. Nangli Sakrawati 7. Najaf Garh 8. Ghuman Hera Crossing 9. Mitraon 10. Surera Crossing 11. Rawata Crossing 12. Mundhela Crossing 13. Mundhela Kalan 14. Mundhela Khurd	25.2	14	7	7
29	844	Najafgarh	Sarangpur	1. Najaf Garh 2. Ghuman Hera 3. Mitraon 4. Surehra Crossing 5. Rawata Crossing 6. Samas Pur Khalsa 7. Ujwa 8. Malik Pur Zar 9. Jhuljhuli 10. Sarang Pur	18	8	4	4

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No.13
Operation of Private Stage Carriage Services in Delhi	

S. No.	Route No.	From	To	Fare Stage	Route Length (km)	Total no. of buses required	DIMTS sch. buses (50%)	DTC sch. buses (50%)
30	845	Tilak Nagar	Daulatpur	1. Tilak Nagar 2. District Centre 3. Uttam Nagar 4. Nawada 5. Kakrola Bridge 6. Nangli Sakrawati 7. Najaf Garh 8. Roshan Pura 9. Jhatikara Crossing 10. Rewala Khan Pur 11. Pandwala 12. Daulat Pur	21.5	4	2	2
31	848	Tilak Nagar	Bakkargarh Border	Tilak Nagar, District Centre, Uttam Nagar Terminal, Nawada, Kakrola Bridge, Nangli Sakrawati, Najafgarh, Ghuman Hera Crossing, Mitroan, Surhera Crossing, Rawta Crossing, Mundella Crossing, Bakkargarh Crossing, Bakkargarh Border	24	32	16	16
32	858	Najafgarh	Kamla Market	Kamla Market, Regal, Kendriya Terminal, Talkatora Garden, Bharat Sadhu Samaj, Dhaula Kuan, Air Force Headquarters, APS Colony, N. H. W. Crossing, Mahipalpur, Rang Puri, Samalkha, Kapas Hera More, Bijwasan School, Bijwasan Railway Crossing, Bannoli, Chhawla Camp, Chhawla Village, Jhatikra Crossing, Roshanpura, Najafgarh	40.4	10	5	5
33	872	Tilak Nagar	Surakhpur	1. Tilak Nagar 2. District Centre 3. Uttam Nagar 4. Nawada 5. Kakrola Bridge 6. Nangli Sakrawati 7. Najaf Arh 8. Jharoda Crossing 9. Jharoda Camp 10. Surak Pur	16	6	3	3
34	873	Tilak Nagar	Tajpur Khurd	1. Tilak Nagar 2. District Centre 3. Uttam Nagar 4. Nawada 5. Kakrola Bridge 6. Nangli Sakrawati 7. Najaf Arh 8. Roshan Pur 9. Goal Village 10. Tajpur Khurd	17.8	8	4	4
35	885	Rewla Khanpur	Tilak Nagar	Tilak Nagar, District Centre, Uttam Nagar, Nawada, Kakrola Bridge, Nangli Sakrawati, Najafgarh, Roshanpura, Jhatikra Crossing, Rewla Khanpur	17.4	8	4	4



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Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for
Operation of Private Stage Carriage Services in Delhi	Cluster No.13

S. No.	Route No.	From	To	Fare Stage	Route Length (km)	Total no. of buses required	DIMTS sch. buses (50%)	DTC sch. buses (50%)
36	886	Mehrauli	Najafgarh	Mehrauli Terminal, Qutub, Andheria Mor, Kishangarh, Bramha Farm, Mahipalpur, Shiv Murti, 21 Mile Stone, Rajokri Crossing, Kapas Hera Crossing, Bijwasan School, Bijwasan Railway Station, Bannoli Crossing, Chhawla Camp, Chhawala Village, Jhatikra Crossing, Roshanpura, Najafgarh	31.7	6	3	3
37	887	Tilak Nagar /Najafgarh	Ghuman Hera	1 Tilak Nagar 2 District Centre 3 Uttam Nagar Terminal 4 Nawada 5 Kakroula Bridge 6 Nangli Sakarawati 7 Najaf Garh 8 Ghuman Hera Crossing 9 Khera Vill 10 Kharkhari Nahar 11 Kharkhari Jatmal 12 Hasan Pur 13 Ghuman Hera	23	6	3	3
38	890	Kendriya Terminal	Hastal Village LIG Flats	1 Kendriya Terminal 2 Krishi Bhawan 3 Teen Murti 4 Rly Colony 5 Dh Kuan 6 Rr Line 7 Signal Officer Flats 8 Kirby Place 9 Lajwanti Garden 10 Desu Colony 11 C-1 Janak Puri 12 Uttam Nagar Crossing 13 C-Bik Vikash Puri 14 Hastal Bridge LIG Flats	26.5	36	18	18
39	979	Nangloi	Narela	Nangloi, Nithari, Mubarakpur Dabas, Rani Khera Crossing, Madanpur, Karala, Kanjhawala, Chandpur, Prem Pio, Bajitpur Crossing, Bawana, Ghoga A/F Stn, Sanoth Crossing, Vishal Bagh, Narela	28	40	20	20
40	790A	Najafgarh	Old Delhi Railway Station	Najafgarh, Roshanpura, Jhati-kara Crossing, Chhawla Vill, Chhawla Camp, Bamroli, Bijwasan Rly Stn, Bijwasan Sch, Kapashera Crossing, Samalkha, Rangpuri, Mahipalpur Crossing, NHW Crossing, APS Colony, AF Hd Qrs, Dh Kuan, Budha Jaynti Park, R Block Rajinder Nagar, Ridge Rd, Ravinder Rangshala, PS Paharganj, Aj Gate, Delhi	38.7	4	2	2

Transport Department, GNCTD & Antony Road Transport Solution Private Limited
 Operation of Private Stage Carriage Services in Delhi

Concession Agreement for
 Cluster No.13

S. No.	Route No.	From	To	Fare Stage	Route Length (km)	Total no. of buses required	DIMTS sch. buses (50%)	DTC sch. buses (50%)
41	801stl	Uttam Nagar	Kapas Hera Border	Gate, Red Fort, Rly Stn 1. Uttam Nagar. 2. Distt. Centre 3. Tilak Nagar.4. C-2b Janak Puri 5. Dabri Vill. 6. Palam Vill.7. Amrohi Crossing. 8. Bagrola 9. Shah Bad Moh.Pur10. Igi Air Port 11. Cargo 12. Nangal Dairy13. Mahipal Pur 14. Rang Puri 15. Samalka16. Kapas Hera Crossing 17. Kapas Hera Border	15	30	15	15
Total						700	350	350



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Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No.13
Operation of Private Stage Carriage Services in Delhi	

Table 2: Cluster No. 13 Summary of Bid Parameter

Description	Annexure 1 to Schedule 5	For CYOF
Quantity - No of Buses	A	350
Quantity-Total Service Kms per Year	E	2,65,86,147
Quantity- Total Service Hours per Year	H	16,83,789

Table 3: Cluster No. 13 Summary of Basic Services UTT Data

Description	Number of Buses	% of Total Fleet	Total Number of Kms /day	Total Number of Service Hours	No. of days	Total Number of Kms /yr	Total Number of Service hrs/yr
Weekdays	350	100%	74,313	4,706	309	2,29,62,655	14,54,302
Weekends	308	88%	65,395	4,142	52	34,00,554	2,15,368
Public Holidays	263	75%	55,734	3,530	4	2,22,938	14,119
				Total	365	2,65,86,147	16,83,789
Dead Kilometerage							
Weekdays	-	-	-	-	-	-	-
Weekends	-	-	-	-	-	-	-
Public Holidays	-	-	-	-	-	-	-
				Total	-	-	-





SPECIFICATIONS FOR NON-AC CITY BUS

SCHEDULE 2

1.0 Introduction

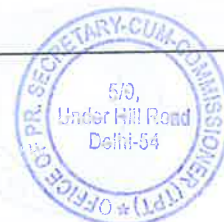
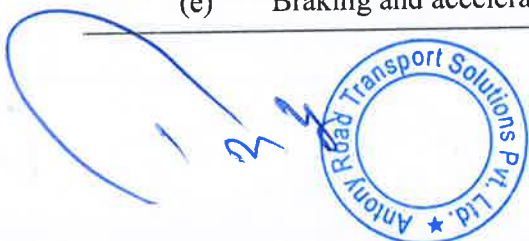
- 1.1 The fully built bus shall conform to the Specifications set out in this Schedule. The minimum Technical Specifications have been set out meeting the guidelines of the Urban Bus Specifications as notified by the Ministry of Urban Development, Govt. of India for Non- AC City Bus (Type-I as per AIS 052).
- 1.2 The word “bus” shall mean the Stage Carriage to be used for the Project.
- 1.3 The word “bus” shall also mean a bus operating on Compressed Natural Gas (CNG) suitable for operations in city conditions.
- 1.4 The bus shall meet all applicable The Central Motor Vehicles Rules, 1989 (hereinafter referred to as “CMVR”) norms for safety and emissions applicable on the date of manufacture and Bus Code AIS 052 and any revisions thereof.
- 1.5 The bus design shall be energy efficient, environmentally friendly, and safe and secured for transportation of passengers besides the following main attributes amongst others:
- (a) Passenger comfort & safety
 - (b) Reliable and Durable Design
 - (c) Ergonomically designed driver’s work area
 - (d) Ease of repair and maintenance
 - (e) Aesthetically designed interiors and exteriors
 - (f) Ease of boarding and alighting for all passengers
- 1.6 Where there is conflict between the requirement as per any Applicable Law and the requirement set out in the relevant manufacturing codes such as Bus Code AIS 052, superior/ higher standard shall prevail. Also any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the contract.
- 1.7 Source of Data:
- (a) BIS Standards: Bureau of Indian Standard, Manak Bhawan, 9-Bahadur Shah Zafar Marg, New Delhi-110 002. Web site: <http://www.bis.org.in>.
 - (b) AIS Standards: Automotive Research Association of India, Post Box No.832, Pune-411 004. Web site: <http://www.araiindia.com>.



- (c) ASRTU Specifications: Association of State Road Transport Undertakings, 7/6, Sirifort Institutional Area, August Kranti Marg, New Delhi-110 049. Web site: <http://www.asrtu.org>, E-mail address: asrtu@de12.vsnl.net.in.

2.0 General Design Features

- 2.1 Bus shall be of full forward control and right hand drive design. The bus shall be designed to carry commuters inside the city area with ease of boarding and alighting especially for ladies, children & senior citizens. The bus design shall be suitable for daily operation of 16 to 20 hours in city service with peak loading of upto 100 passengers (@ 68 kg each), having maximum speed of 40km/hr as prescribed at the moment with starts/stops after every 200 to 300 m. To take care of the peak over load not exceeding 20% the bus has to have buffer HP to pull this load comfortably over a gradient of 17%. Tyre rating should be such that it meets loading requirements of peak load.
- 2.2 The bus design shall be eco-friendly, energy efficient, safe, and comfortable with exhaust emissions maintained at specified levels (**Bharat Stage IV or Euro-IV** subject to meeting additional requirement, if any & further improved standard as applicable on the date of manufacture as imposed by law). Also Bus and their aggregates will have to comply with rules and regulations on safety and emission regulations as may be notified by the Government for compliance on the date of manufacture or registration of the vehicle as the case may be. To ensure compliance, type approval certificate for fully-built bus as per specifications laid herein from approved test agency under CMVR will be necessary alongwith complete compliance to all safety standards for CNG as prescribed under CMVR. The procurement of only fully-built bus will be permitted.
- 2.3 Ambient Conditions: The bus must be having proven design suitably modified to the climatic & operational conditions, infrastructure and road conditions in Delhi. Typical operating conditions could be temperatures of approximately 0° to 50°C, humidity level from 5% to 100%, and altitude up to 300 m. Concessionaire is strongly advised to ensure that buses are able to meet the severe temperature, water, humidity, height from mean sea level, rain fall conditions of Delhi during operation.
- 2.4 The bus design should be such as to meet all statutory requirements applicable for the city of Delhi in all respects. Further, the bus structure should meet the requirements of structural strength, stability, deflection, vibration, etc. amongst others for at least the following main loads:
- (a) Static loads
 - (b) Dynamic loads
 - (c) Single wheel bump loads
 - (d) Double wheel bump loads
 - (e) Braking and acceleration loads

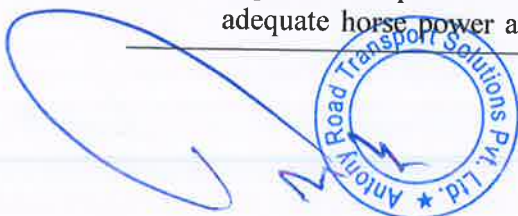


Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- 2.5 The bus design and the buses shall meet all the statutory requirements besides the one prescribed herein and type approval certificate of compliance from the approved test agency for the complete bus as per specifications laid herein/in CMVR will have to be produced.
- 2.6 The material used in the construction of buses shall be as per Bureau of Indian Standards (BIS)/ Automotive Industry Standards (AIS) specifications. In absence of above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred/ followed.
- 2.7 The bus shall be designed and manufactured with all applicable fire safety and exhaust emission regulations for CNG buses including piping location, location of rubber hoses, location of exhaust, location of catalytic converter, prescribed upholstery material, fire retardant cables, connectors etc. These provisions shall include the use of fire retardant/low exhaust material, fire detection systems, firewalls, and facilities for passenger evacuation (doors, windows and escape hatches) as per statutory requirements in addition of the Bus Code. Flammability requirements shall comply with IS 15061.
- 2.8 The bus shall be so designed to maintain operational stability requirement as per Bus Code. Interior noise and pass by noise of the vehicle shall confirm to BIS: 12832:1989 or latest and BIS: 3028:1998, 10399: 1998.
- 2.9 Fire safety: The bus shall be designed and manufactured with all applicable fire safety regulations under CMVR (including AIS 024) and for safety for CNG buses including piping location and layout, location of rubber hose, location of exhaust, sealing from CNG gas entering passenger compartment in case of leakage, catalytic converter location, prescribed upholstery material, fire retardant cable, connectors etc. These provisions shall also include the use of fire retardant material , fire detection, escape of gases in case of any leakage, fire walls and facility for passenger evacuation (doors, windows and escape latches) as per statutory requirements besides bus code. Flammability requirements of fire retardant material shall comply with IS 15061 to be certified by the test agency.

3.0 Engine

- 3.1 Compressed Natural Gas (CNG) fuelled engine with electronic ignition system capable of delivering adequate horse power to obtain desired performance in respect of defined acceleration levels and emission norms. The engine should have adequate horsepower not only to propel the bus but also to operate all other auxiliary devices fitted to the bus, if any, efficiently. As the bus is required for operation in city services, engine should be capable of delivery adequate horse power at lower RPM levels with a high torque over a larger



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Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

RPM range particularly on the lower side. The engine shall be designed to operate for not less than 4,50,000 km without major failure or significant deterioration on supply of CNG fuel with 85% methane percentage or above. The location of the engine shall be at the **front** in the buses.

- 3.2 The engine and its accessories shall be easily replaceable. The engine mounting shall be such as to minimize transmission of vibrations to the bus structure.
- 3.3 The engine compartment shall be insulated to avoid transmission of heat and noise to the saloon area. The engine compartment shall include areas where the engine and exhaust systems are housed including the muffler. The engine compartments shall be separated by a bulkhead(s) that shall, by incorporation of fireproof materials preferably of ceramic fibre of minimum density of 128 kgs/ m³ in its construction, be a firewall. This firewall shall preclude or retard propagation of an engine compartment fire into the passenger compartment. Only necessary openings shall be allowed in the firewall, and these shall be fireproofed. Wiring may pass through the bulkhead only if connectors or other means are provided to prevent or retard fire propagation through the firewall. Engine access panels in the firewall shall be fabricated of fireproof material and secured with fireproof fasteners.
- 3.4 The engine should be suitably designed to operate optimally under Delhi's peak summer heat and dust. Maximum rise in temperature at steering should not be more than 4 degrees beyond ambient temperature during peak summers.
- 3.5 For protection against fire risk in engine compartment, no flammable material or material liable to soak fuel, lubricant or any combustible material shall be used in the engine compartment unless the material is clad by an impermeable fireproof sheet. A partition of heat-resistant material shall be fitted between the engine compartment & any other source of heat. Separate warning both audio and visual against CNG leakage will be provided on the dash board quite distinct from other warning signs.
- 3.6 Engine noise and emission levels must conform to the Central Motor Vehicle Rules (CMVR)/AIS /any other Indian standards. In case of multiple norms, the most superior of these is to be adopted and as applicable for the city of Delhi.
- 3.7 The mounting of pipe/outlet for discharge of Exhaust gases and waste heat shall be as per CMVR. The entire exhaust system shall be adequately shielded to prevent heat damage to any bus component. The exhaust outlet shall be designed to minimize rain or high-pressure washing system water ingress from entering into the exhaust pipe and causing damage to the catalyst.
- 3.8 The engine shall be equipped with an electronically controlled management system compatible with multiplexing wiring system and 24 volt battery electrical systems. The engines electronic management system shall monitor operation conditions and provide instantaneous adjustments to optimize both



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

engine and bus performance. The bus should have suitable visual indication for the driver to recognize the mal-functioning of (a) Speed limiting device (b) Lambda Sensor (c) Catalytic Converter.

3.9 Certain other specific technical requirements are given in the table below:

Bus Specification		
Sr. No.	Description	Value
A.	Acceleration Requirement (Max for passenger, min for design)	
1	Speed: 0-30 kmph	16 second or less
B	Gradability	
1	(Stand-start)	17%
C	Maximum speed at full load	
1	At GVW (Without functioning of speed governor)	70 Kmph

The acceleration shall meet the requirements as stated above and shall be sufficient gradual and smooth to prevent throwing standing passengers off balance.

3.10 The detailed specifications of the catalytic converter (including composition of the catalyst(s) as used and conversion efficiencies) should be provided by the vehicle manufacturer. However, the minimum service accumulation period of the catalytic converter shall be as per CMVR with Bharat Stage-IV emission norms. The above ageing test should be carried out by the approval test agency.

3.11 Speed Limiting Device

Maximum speed of bus will be limited to 40km/hr or as prescribed in the city of Delhi through **engine software** of ECU at the time of manufacturing stage itself duly certified by test agency. Source code for this will be kept confidential by the manufacturer to avoid any tempering. Any amendment thereto should only be possible by the vehicle manufacturer at the written instructions of the Transport Department, Delhi Govt. Type approval certificate from testing agency will be necessary for proper functioning of the speed limiting device as per AIS 018/2001 or latest.

4.0 Cooling System

Heavy-duty radiator and other subsystems of cooling system should be capable of efficiently dissipating heat from the CNG engine system. It shall be easy for filling and level checking of coolant. Engine shall be cooled by a water based pressure type cooling system that does not permit boiling or coolant loss during the operations. The engine thermostat shall be easily accessible for replacement.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

5.0 Transmission System

- 5.1 Minimum 5 forward speeds Synchromesh and one reverse with suitable ratios Gear box with manual operation shall be provided with gross input power, gross input torque & related speed compatible with engine.
- 5.2 The propulsion system and drive train shall provide power to enable the bus to meet the defined acceleration, top speed and gradability requirements, and operate all propulsion driven accessories.

6.0 Suspension

The bus shall be fitted with Semi Elliptic Multi Leaf Spring/ Weveller suspension (rubber ended) at front and Air bellow suspension system at the rear. The air suspension shall be adequately protected from engine/exhaust pipe heat etc for minimising ageing effect on the air bellows. The bus shall be fitted with air suspension for constant vehicle height on all side of surface to avoid toppling while turning when over loaded. Also, there should be ease in design for inspection and maintenance of air suspension.

7.0 Steering

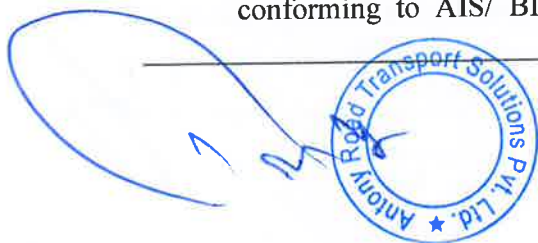
Hydraulic power assisted recirculating ball type steering shall be provided.

8.0 Braking System

- 8.1 The braking system shall be full pneumatic type with fail-safe dual circuit having four-way protection valve, auto slack adjuster, with non-asbestos brake lining. The friction material shall be non-asbestos type having temperature and wear characteristics suitable for intensive city operation. The buses shall also be provided with hand operated pneumatic flick valve type parking brakes at rear wheels. The air pressure line shall be treated for corrosion resistance.
- 8.2 In the event of failure of the engine and or loss of air in the system, adequate provision should be there for obtaining effectiveness of service brake system and or for deactivating the spring actuated brakes.
- 8.3 The bus shall be fitted with Anti-Lock Braking System conforming to IS:11852:2003 as per G.S.R. 389(E) dated 9.06.2014 as per latest requirement under CMVR.

9.0 Wheels and Tyres

- 9.1 The bus shall be fitted with tyres of size 10.00 x 20 – 16 PR or such size as may confirm to bus loading of peak passenger when fully loaded and tyres conforming to AIS-044 Part I with wheel rims of corresponding size conforming to AIS/ BIS: 10694 (part 3)-1991 or latest. The bus shall be



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

supplied with 6 sets of tyres (two on front and four on rear wheels) fitted on the bus plus one set as spare Stepney in all respect. The tyre shall be fresh from factories and shall not be more than six months old at the time of delivery. Special filling extension nozzle has to be provided for rear inner tyres.

- 9.2 Suitable guards conforming to the relevant AIS standard as prescribed in CMVR shall be provided as spray suppressors as well as for protection against small stones hurled from tyres.
- 9.3 Splash aprons of minimum 6.50 mm thickness composed of rubberized fabric shall be installed behind wheels as needed to reduce road splash and protect under floor components. The splash aprons shall extend downward to within 100 mm of the road surface at static conditions. Apron widths shall be no less than tyre widths. Splash aprons shall be bolted to the bus under structure. Other splash aprons shall be installed where necessary to protect bus equipment.

10.0 Axles

The bus shall be driven by Heavy duty axle at the rear with adequate capacity to take care of maximum GVW & crush loading expected during life span of the bus. Transfer of gear noise to the bus interior shall be minimized. The drive shaft shall be guarded to prevent it striking the floor of the coach or the ground in the event of a tube or universal joint failure.

11.0 CNG Cylinders and Their Mountings

- (a) The cylinders shall conform to BIS and shall be dully approved by Department of explosive and fulfil all other statutory requirements. There should be adequate capacity to facilitate daily operation of over 250 KMs per filling of CNG in Cylinders of the bus at initial gas settled pressure of 200 Bar at 15⁰ C.
- (b) The mountings, pipelines, other accessories/gadgets required in the CNG system shall be as per applicable Indian standards prescribed under CMVR. All safety requirements as per Indian standards/ rules/ regulations related to CNG cylinders, CNG system, sub system, accessories and components shall be met. The CNG cylinders fitted in the bus shall have certificates of approval from Chief Controller of Explosives (CCOE), Government of India
- (c) The CNG system shall be incorporated with a suitable ignition kill system, which would prevent ignition at the time of filling CNG cylinders. All the materials used in the bus design including CNG system items design shall be flame-retarding type. The CNG inlet/filling system for the bus shall be accessible only from exterior of the bus & shall be properly located on the right hand side (Driver side) of the bus at a convenient safe level with appropriate flap size with lock in skirt panel and other safety gadgets fitted suitably. The CNG pressure gauge shall be behind the CNG filling receptacle



for easy viewing of gas pressure through flap. A cost effective and durable gas leakage detection alarming system shall be provided in the engine area to alert the driver to take appropriate action in the event of leakage of CNG in the system. Suitable escape system shall be provided in engine compartment for CNG leakage, if any.

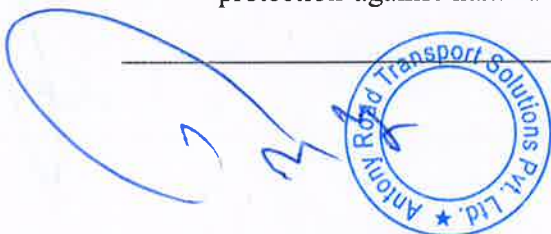
- (d) The entire CNG system accessories, components, piping joints etc. be located, routed and encased in a manner as to prevent ingress of natural gas inside the bus. The entire system shall be properly ventilated to prevent fire hazard due to accumulation/entrapping of gas. The system design should facilitate ease of repair and maintenance.
- (e) The cylinders shall be fitted in such a manner that the punched number i.e. serial number, name of the manufacturer etc be visible clearly when fitted in the buses.
- (f) All CNG system items shall conform to the relevant CMVR/CCOE, Government of India/BIS/AIS024 & 028 and other applicable standards for the city of Delhi.

12.0 Protection against Fire Risk

- 12.1 CNG Cylinders shall be properly mounted with protection against fire hazards in the bus. The mounting arrangement of the CNG Cylinders shall be Type Approved by the authorized Testing Agency.
- 12.2 CNG Fuel lines and all other parts of CNG fuel feed system shall be accommodated in the vehicle where they have the optimum protection and easy access.
- 12.3 To avoid any possibility of spark, wiring harness shall be so routed that it would not cross CNG joints.

13.0 Under frame & Structure

- 13.1 Self supporting under frame and super structure shall be able to carry dense crush load of over 100 passengers (assuming an average weight of 68 kg per passenger) including sitting and standees, CNG cylinders, bus tare weight, etc. Moreover, the structure shall be capable to withstand the transit service condition of operation. The front and rear structure design shall be energy absorption type to reduce impact stresses into under frame/side structures/ other areas of the vehicle. The damaged area of the vehicle should be easily repairable and or replaceable in the event of major damage. The entire surface of bus under floor and sides exposed to the ground shall be covered with appropriate corrosion prevention & flame retardant paint coating for protection against harmful effects of water, mud etc. and to retard flames, if



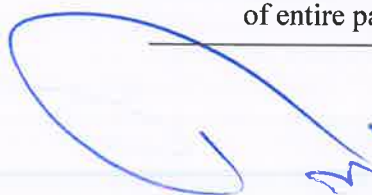
Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

any. Sufficient clearance for air circulation shall be provided around the tyres, wheels & brakes to preclude over-heating when the bus is operating.

- 13.2 The bus construction shall be of as defined in Bus Code with the super structure fabricated using steel tubing (ERW– Rectangular / Square Sections) conforming to BIS 4923-1985 or latest, of grade Yst –240.
- 13.3 The comprehensive multi-stage anti-rust treatment by way of Hot Phosphating/ Galvanising shall be provided to bus flooring, sides, roof, under-structure, as per BIS 3618 Class-A2/ relevant BIS for Galvanising of MS structural Members for resistance corrosion or deterioration from atmospheric conditions & road salts so as to enable them & frame to last for at least 10years.
- 13.4 The front and rear structure design shall be energy absorption type to reduce impact stresses into under frame/side structures/ other areas of the vehicle. The damaged area of the vehicle shall be easily repairable and or replaceable in the event of major damage.
- 13.5 The entire surface of bus under floor and sides exposed to ground shall be covered with appropriate corrosion prevention & flame retardant paint coating for protection against harmful effects of water, mud etc and to retard flames, if any. The wheel housings shall be constructed to contain tyre bursts during operation and be flame retardant in case of tyre fire.
- 13.6 MIG welding shall be used for steel structural member's fabrication.
- 13.8 Sufficient clearance & air circulation shall be provided around the tyres, wheels & brakes to preclude over-heating when the bus is operating
- 13.9 All the structural members shall be MIG welded with suitable gussets/ brackets of adequate size & thickness be provided on floor, side, front, rear & roof structure to ensure structure rigidity & integrity.
- 13.10 After anti corrosive treatment, structural members shall be coated with red oxide/ Zinc Chromate primer & superior quality black paint.
- 13.11 Under floor to sidewalls shall be sealed to prevent dust ingress.

14.0 Panelling

- 14.1 The bus exterior side panels shall be fitted with stretched steel sheet at waist level. The exterior front-end panelling shall be of steel sheet while roof, rear & skirt panelling shall be of aluminium.
- 14.2 Anti-drumming compound shall be applied on inner side (enclosed surfaces) of entire panelling.





- 14.3 Roof structure shall be thermally insulated with flame retardant Polyurethane or glass wool of minimum 40 kgs/m³ density.
- 14.4 Rain gutters shall be provided to prevent water flowing from the roof onto the passenger doors, driver's side window, and exterior mirrors. When the bus is decelerated, the gutters shall not drain onto the windshield, or driver's side window, or into the door boarding area. Cross sections of the gutters shall be adequate for proper operation.
- 14.5 Interior paneling (sides and roof) shall be PVC coated GI sheet as per national/international standards with vibration reduction and insulation. Interior panels shall be attached so that there are no exposed unfinished or rough edges or rough surfaces. Panels & fasteners shall not be easily removable by passengers.

15.0 Paints

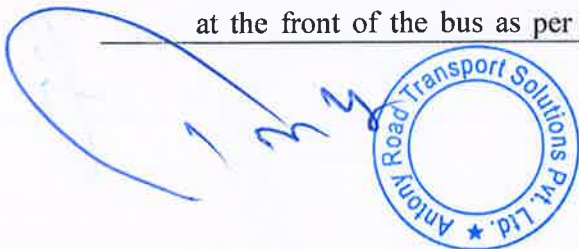
- 15.1 All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. Polyurethane (PU) painting conforming to BIS: 13213-1991 or latest shall be used for painting of the bus. Colour shade shall match to the shades as per BIS: 5-1978 or latest.
- 15.2 All exterior surfaces shall be smooth & free of wrinkles & dents. Finished painted surface of the bus should be free from the following imperfections:
- (a) Blisters or bubbles appearing in the topcoat film.
 - (b) Chips, scratches, or gouges of the surface finish.
 - (c) Cracks in the paint film.
 - (d) Craters where paint failed to cover due to surface contamination.
 - (e) Overspray.
 - (f) Peeling.
 - (g) Runs or sags from excessive flow and failure to adhere uniformly to the surface.
 - (h) Chemical stains and water spots.
 - (i) Dirt particles embedded in the paint.

16.0 Colour Schemes

Exterior, interior colour schemes and logo/ graphics to be applied will be as notified by Transport Department, Govt. of NCT of Delhi.

17.0 Service doors

- 17.1 One service door of 1200mm at Entrance at rear (behind rear axle) and another service door of minimum 750 mm wide aperture (without flaps) shall be fitted at the front of the bus as per provisions of the Bus Code for Type I, NDX



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

category. The entrance and exit doors shall be electro-pneumatically controlled by the driver and/or the conductor with internal and external emergency open controls. In the event of an emergency, it shall be possible to open the doors manually from inside the bus by using a force not more than about 10 Kg. after actuating and unlocking device at each door. A pilot lamp on the driver's dashboard shall be provided to warn that the door is 'Open' or not fully closed. Also there should be switch/ button at suitable location near passenger doors in the access of passengers to send request signal to driver for stopping bus at the forthcoming bus stop.

- 17.2 Both the entrance and the exit doors shall be of double jack knife type. The Entrance and Exit doors shall be provided with suitable support in the form of grab handles for boarding/ alighting passengers on JK door flaps. Electronic sensors shall be installed at both entrance and exit doors to retract the door automatically if any obstruction to door occurs during door closing. It must be effective until door is fully closed.
- 17.3 A warning electronic chime shall be installed at the exit door only. This chime is activated before opening or closing of the exit door.
- 17.4 A red "DOOR CLOSING" sign shall be installed above exit door. The sign will blink when exit door is closing.
- 17.5 A suitable device to prevent the exit door from opening as long as the bus is in motion shall be provided.
- 17.6 Service Doors operation shall be controlled with the help of three push buttons and one switch:
- One green button for entrance (press once open, press again closed)
 - One black button for exit (press once open, press again closed)
 - One red master button to close both entrance and exit doors at the same time
 - A switch for disabling the rear leaf of the front service door.
- 17.7 All button and switches shall be labelled on a panel to the right side of the driver. For emergency operation each door will have covered switch at suitable place both inside and outside the vehicle body.
- 17.8 Heavy-duty prominent nosing of bright yellow colour shall be used to protect the edge at entrance/exit.
- 17.9 Access door shall be provided with heavy-duty sealing to avoid ingress of dust into the passenger compartment. The upper & lower section of both front & rear doors shall be glassed for no less than 45% of the respective door opening area of each Section. The glazing material & glass in the front & rear doors shall be the same as in the side windows.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- 17.10 Doors shall be fitted with heavy-duty hinges as per bus code.
- 17.11 Doors shall be fitted with heavy-duty locks with &/ without lock & key depending upon their use. Striker plate shall be fitted at the closing end of locks.
- 17.12 All the handles shall match to the décor of its fitment location or shall be chrome plated.
- 17.13 Doors shall open or close completely in not more than 4 seconds from the time of control actuation and shall be subject to the closing force requirements and the adjustment requirements. The front door shall remain in commanded state position even if power is removed or lost. Operation of & power to, the passenger door shall be completely controlled by the driver. A control or valve in the driver's compartment shall shut off of the power to, and/or dump the power from, the front door mechanism to permit manual operation of the front door with the bus shut down.

18.0 Guard/ Guard Rails

Where seated passengers are likely to be thrown into service doors entrance/exit area as a result of heavy braking, suitable guard shall be provided. The guard height shall be minimum 800mm from the floor, and the guard shall extend inward from the wall at least 100mm more than the centre line of the seating position of the passengers who are prone to this risk. The guarding shall be as per the provisions of the Bus Code.

19.0 Windows

- 19.1 The window shall be in two-piece design with flat and sliding top window glass and sliding bottom window glasses to have sufficient ventilation during summer season. The toughened glass wherever used in the body shall be 4.8 mm to 5.3 mm thick. The size and shape of the glasses shall enable even the standees to have maximum outside view without kneeling. The general requirements of windows shall be as per the provisions of bus code.
- 19.2 Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system.
- 19.3 The width and height of windows shall be 550 mm X 550 mm (minimum clear vision zone) and shall meet the requirement as per the Bus Code.

20.0 Window Guardrail

Minimum 2 nos. black powder coated side window guardrails of MS Pipe of 1.6 mm thickness, 20mm diameter shall be provided. The first guard rail provided at a height of 75 mm from the lower window sill. The distance between two guard rails shall be 75 to 100 mm.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

21.0 Emergency Exit

Size of at least 1 Emergency door / Exits or apertures shall be 1250 mm x 550 mm. The emergency exits shall also be provided to meet the requirement as per the Bus Code/ CMVR.

22.0 Floor/ Steps

The floor level of bus shall be at a maximum height of 900 mm from the ground level in unladen condition. There will Entry + 2 steps at the Entrance/ Exit doors, which shall meet the requirement as per Bus Code. The flooring design should allow easy cleaning including that sweeping & drainage of water. The floor shall be fitted with fire retardant marine board of 19 mm thickness conforming to BIS 710-1976 or latest and shall be fire retardant as per BIS 5509-2000 or latest. The said floor shall be covered with anti-skid type silicon grain material of minimum 3mm thickness meeting Indian/ International standards. Adequate sealing shall be provided in the floor to prevent ingress of dust, gases, water etc. The anti-skid type silicon grain material shall have features for non-accumulation of dust.

23.0 Gangways

The minimum height and minimum width of gangway shall be 1900 mm and 450 mm respectively as per the provisions of the Bus Code and would meet the statutory requirements.

24.0 Handrails and Handholds

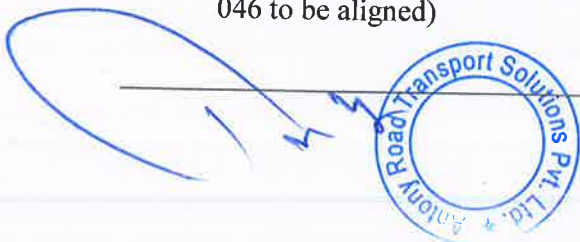
The Handrails and Handholds (Strap hangers) shall be provided as per provision of bus code. The surface of handrails & handholds shall be slip-resistant. Depending upon the size of the bay (i.e. between two consecutive roof hand rail brackets), minimum 2 to 4 numbers handholds per bay shall be provided so that every standee passenger is able to grab a hand hold. Hand holds shall comply with AIS 046.

25.0 Escape Hatch

In addition to emergency exits, at least one escape hatch will be fitted in the roof as per the bus code.

26.0 Stanchions

Vertical stanchions shall be so positioned to facilitate access to seats for those standing. The stanchions shall meet the requirement as per ECE R 36 (AIS 046 to be aligned)



27.0 Passenger Seats

27.1 The passenger seats shall be front facing, comfortable, durable & maintenance free of 'PP-LD' (Polypropylene Low Density)/ LDPE moulded construction meeting the performance requirements of AIS023 and other requirements as per the Bus Code. The PP-LD/LDPE moulded seat shall be appropriately fitted with moulded flame retardant Polyurethane (PU) cushion for seat & back rest as per Bus Code. The seats shall be upholstered with waterproof expanded vinyl coated fabric to match the seat & interior décor conforming to IS 8698 of Class-A, Grade-I, Type-A. The seat cushion shall be provided with vent holes appropriately. Suitable integral type seat hand grab rails shall be provided, one on top of backrest & one at the back of backrest, for seated passengers.

27.2 The Seating Area/ Space Per Passenger (Total Width X Depth) shall be 400x350 mm (AIS 052)

27.3 The seating lay out should be in 2x2 layouts meeting the bus code requirements.

28.0 Seat Belts and its Anchorages

Seat belts shall be provided for the seats as per the provisions of CMVR & the Bus Code. Seat belts and its anchorages shall conform to the requirements of AIS 005 and AIS 015.

29.0 Driver's Work Area

29.1 A driver door of not less than 1600 mm height and 650 mm wide, with maximum space for sliding window using the material like glazing & glass as used in the other side window glasses, shall be provided for entry and exit to driver's work area. The hand holds, steps and all other requirements of driver's work area shall be as per the provisions of the Bus Code. The driver's work area shall have a light to provide general illumination and it shall illuminate the half of the steering wheel nearest to the driver. Brake, Clutch Pedal angle shall be determined from a horizontal plane regardless of the slope of the cab floor. The drivers cab shall be fitted with a 24V DC, 200mm dia. fan mounted at proper height on side structure. The colour of fan shall match the interior decor of the bus.

29.2 Driver's seat- The Driver's seat with head restraint shall meet the requirements of AIS 023. The partition glass shall be tinted to minimise the glare & reflection in the windscreen directly in front of the barrier from interior light during night operation.

29.3 Driver partition- The Driver partition shall be provided as per the Bus Code.

29.4 Air Passage- A suitable Air Passage shall be provided for Driver at suitable location for proper inflow of air inside the driver cab.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

29.5 Driver's Barrier assembly - A Driver's Barrier assembly of MS tubular construction with chrome plating shall be fitted in driver's cab. The manually operated driver barrier assembly shall be provided before the front Exit door for the protection of the passenger standing near the gate in the gangway of the driver cab. The driver shall be able to operate the barrier assembly easily while sitting without any operative discomfort.

30.0 Dashboard Instrumentation and Control System

The bus shall have ergonomically designed molded type dash board and instrument panels. All the dashboard controls and instrumentation system shall be as per the bus code.

31.0 Rear-view Mirrors- Interior and Exterior

Rear-view mirrors shall be provided on both sides of the bus to enable driver to have clear side/rear views. One interior rear-view mirror shall also be fitted for viewing saloon area by the driver. Installation and performance requirements of the rear-view mirrors shall conform to AIS 001 and AIS 002.

32.0 Sun Visor

Adjustable sun visors shall be provided for the windshield & the driver's side window. Visors shall be shaped to minimize light leakage between the visors & windshield. Visors adjustment shall be made easily by hand with positive locking & releasing devices and shall not be subject to damage by over-tightening. Sun visor construction & material shall be strong enough to resist breakage during adjustment. Visors wherever deployed shall be effective in the driver's field of view at angles of more than 5° above horizontal.

33.0 Electric Horn

An electric horn conforming to BIS: 1884-1993 or latest and installation requirements conforming to AIS 014 shall be fitted in the bus.

34.0 Specifications for Intelligent Transport System (I.T.S.)

The ITS enabled bus with On Bus Intelligent Transport System will have Single Control Unit, together with single bus driver console. The bus will have Passenger Information System (PIS System) at front, rear, side and internal display board with integrated voice announcement system, in-built GPS device for Automatic Vehicle Location System and Security Camera Network with reverse gear and display screen. The detailed specifications and system architecture will be as per Chapter-10 of Urban Bus Specifications-II of MOUD (Link: <http://www.indiaenvironmentportal.org.in/files/file/Urban-Bus-Specifications-II.pdf>) subject to the following:

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

“The bus should have 3 (Three) IP based CCTV camera and screen to telecast the output from each of the 3 (Three) camera in a systematic manner, as per the specification and architect given to vehicle manufacturer through selected concessionaires subsequently”.

35.0 Towing Device

The bus shall have heavy-duty ring type towing devices in the front and rear bumpers area with load transfer to bus structural members. The capacity of each towing device shall be 1.2 times (minimum) the kerb weight of the bus within 30 degrees of the longitudinal axis of the bus.

36.0 Wind screen – Front and Rear

Windscreen glasses shall meet the requirements of BIS 2553: Part II-1992 or latest and that of CMVR and Bus code. The glazing used for fitment of glasses shall be Ethylene Propylene Dien Monomer (EPDM) rubber of black colour and appropriate adhesive material.

37.0 Wind Screen Wipers

The windscreen wiping system shall be in accordance with CMVR/ BIS: 7827 Part1, 2, 3 (section 1, 2) or latest.

38.0 Fire Extinguishers

Multipurpose dry powder type (Stored pressure), duly filled fire extinguishers conforming to BIS: 13849-1993 or latest, of capacity and quantity as per the provisions of GSR-853 (E) dated 19.11.2001 notification of Government of India, shall be provided as per the Bus Code. Fire extinguishers shall be encased & fitted with proper reinforcement. The enclosure box shall have transparent breakable glass at front cover.

39.0 First Aid Kit

First aid kit complete with items, medicines, bandages etc. shall be provided as per the provisions of CMVR. The kit shall be fitted near driver seat at appropriate position.

39.1 Persons with Disabilities

The Persons with Disabilities (PWDs) system shall meet the requirements as given in the Bus Code and CMVR.

40.0 Bus dimensions and other specifications

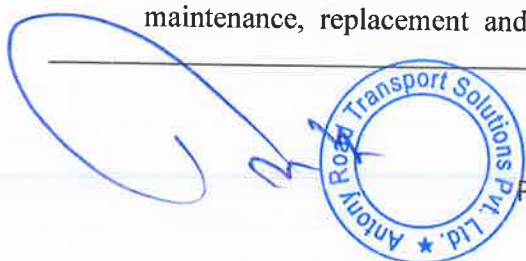


Transport Department, GNCTD & Antony Road Transport Solution Private Limited Operation of Private Stage Carriage Services in Delhi	Concession Agreement for Cluster No. 13
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Sr. No.	Description	Specifications
1	Overall length	11000 mm with minus tolerance of 100 mm.
2	Overall width	2600mm with minus tolerance of 30 mm
3	Overall height	As per CMVR
4	Ground clearances within the wheel base	Not less than 270mm
5	Rear overhang	Maximum 60%
6	Turning clearance radius	As per IS-9435 and IS-12222
7	Ramp over angle	As per IS: 12218
8	Departure Angle	As per IS:12218
9	Approach angle	As per IS:12218
10	Seating capacity	Minimum seating capacity shall be 40 nos. (excluding driver)
11	Gross Vehicle Weight (GVW)	Maximum 16,200 Kgs
12	Maximum Floor Slope	Max. 6% (As per AIS 052)
13	Requirement for passenger with limited mobility- Priority Seats	At least 2
14	Deleted	
15	Warning Triangle	As per CMVR
16	Life cycle Requirements (Drive Train and Body structure)	Design adequate capacity to take care of maximum GVW & crush loading expected during life span of the bus of minimum 12 years or 10 lakhs Kms. whichever is earlier.
17	Fuel efficiency of buses	Minimum average fuel efficiency in terms of kms. operated per Kg of CNG fuel consumed (KMPKG) of the buses for the entire Warranty Period of buses shall be 3.0 Kms. per Kg. (KMPKG) under normal operating condition.

41.0 Battery, Alternator, Self-starter

41.1 The battery system shall be 24V, minimum 150Amps-hour capacity, low maintenance type lead acid batteries. The batteries shall be well secured to a hinged/ pivoted or slide out type carrier for ease of access for repair & maintenance, replacement and suitably ventilated for escape of fumes but



insulated against ingress of dust and moisture. Performance requirements of the batteries shall conform to BIS: 7372-1995 (or latest).

- 41.2 Battery terminals with positive locking system (e.g. angle type terminal with provision for double bolting) duly protected against all possible short circuit risk shall be provided.
- 41.3 Each battery cable shall be covered with flame retardant corrugated flexible pipe and shall be properly encased & clamped.
- 41.4 A Heavy duty battery cut-off switch shall be provided near the driver seat on side panelling at appropriate level for disconnecting the power supply from the battery except for safety devices such as wire suppression system & other systems as specified. The battery cut-off switch with the power plant operating, shall not damage any components of the electrical system in off position. The battery cut-off switch shall be capable of carrying & interrupting the total circuit load.
- 41.5 The bus shall have 24 Volt D.C double pole wiring for all its electrical equipments except in unavoidable circumstances. A separate system/mechanism shall be provided for the discharge of electro static charge induced during the operation of vehicle. Appropriate precautions shall be taken in case of single pole wiring to avoid spark in subassemblies such as self-starter, alternator etc.
- 41.6 An adequate capacity alternator of 24VDC with consistent output to take care of high idling periods in city operation shall be provided.
- 41.7 A pre-engaged type 24V DC Self-starter of adequate capacity with relay shall be fitted in the bus.

42.0 Electrical equipment and wiring

- 42.1 The bus body will have Multiplex Wiring System using ECUs and circuitry avoiding point to point wiring and use of relays and fuses. The modules should be capable of driving capacitive, resistive and high current inductive load. To avoid tempering plug in type couplers should be avoided. Electrical equipment and wiring shall be conforming to Indian Standards. All cabling shall be as per the provisions of the Bus code/CNG safety requirements as provided in CMVR. The wiring shall be flame proof, ISI marked conforming to BIS: 2465-1984 or latest. Wiring shall be grouped, numbered & colour coded. Wiring harnesses shall not contain wires of different voltage classes unless all wires within the harness are insulated for the highest voltage present in the wiring harness. Kinking, grounding at multiple points, stretching & exceeding minimum bend radius shall be prevented.



- 42.2 The wiring looms/ harness for vehicle system of the bus shall be properly routed, encased/ concealed type and mounted to eliminate chances of any spark.
- 42.3 All electrical fittings and lights shall be fully wired up, running in flame retardant black colour PVC sleeves as per applicable Indian standards and installed in a manner to facilitate easy inspection/ rectification/ replacement. The lay out and compliance to standards should be as prescribed in CMVR.
- 42.4 All electrical & electronics hardware shall be accessible & easily replaceable and mounted on an insulating panel to facilitate replacement. The mounting of the hardware shall not be used to provide the sole source ground and all hardware shall be isolated from potential EMI/ RFI.
- 42.5 All electrical/ electronic hardware mounted in the interior of the bus shall be inaccessible to passengers & hidden from view unless intended to be viewed.
- 42.6 All electrical/ electronic hardware & its mountings shall comply with the shock & vibration requirements.
- 42.7 All branch circuits except battery to starting motor & battery to generator/ alternator circuits shall be protected by circuit breakers or fuses sized to the requirements of the load. The current rating for the wire used for each circuit must exceed the size of the circuit protection being used.
- 42.8 To the extent practicable, wiring shall not be located in environmentally exposed locations under the vehicle. Wiring & electrical equipments necessarily located under the vehicle shall be insulated from water, heat, corrosion & mechanical damage. Where feasible front to rear electrical harnesses should be installed above the window line of the vehicle.
- 42.9 Two separate additional out-lets are to be provided with appropriate relays & fuses in wiring harness for fitment of electrical auxiliary devices/ systems to be added later on in the buses, if required.
- 42.10 One AC (Alternating Current) out-lets of 220V will be provided at suitable location for charging of electrical/electronic equipment like Mobile Phone and another for charging of electronic ticketing machine near entrance door.
- 42.11 If any electronic components have internal clocks, they shall have their own battery back up to monitor time when main battery power is disconnected.
- 42.12 **Lights and Lighting System**
- 43.1 Interior saloon lighting system shall have minimum 20 nos. of sunken type tube lights fitted with 24V, 20W transistorized inverter as per BIS 7027:1984 or latest with 2ft long slim type fluorescent tube of 18W as per BIS: 2418(part



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

D)- 1977 (or latest), and mounted in two separate circuits in staggered formation for uniform lighting.

43.2 Headlamps fully conforming to CMVR requirements including fitment of head levelling device with relay and side light etc shall be suitably styled into front-end construction.

43.3 White and Red height marker lights shall be fitted at both top side corners of the front and rear panel of the bus respectively.

43.4 Side Indicator, Brake, Reverse & parking light shall be fitted as per CMVR. Side markers shall be provided on both sides as per bus code/ AIS 008

43.5 All the lights, their wattage and lighting systems shall conform to the requirements of Bus code, CMVR and other relevant AIS standards and shall be arranged aesthetically.

43.6 Lights shall be provided for illuminating exit/entrance door area. These lights shall illuminate the outside area up to at least one meter when door/doors is/are opened. The lights for exit/entrance door areas shall be flushed as far as possible. Protrusions (if any) shall conform to relevant CMVR/ AIS Standards.

43.7 A well-lighted bus registration number plate shall be fitted at rear as per the provisions of CMVR.

43.8 Switches shall be fitted on the right hand side of the instrument panel through evenly loaded circuits & fuses as per the bus code.

43.9 A reverse buzzer shall be installed at the rear of the bus to sound intermittently when reverse gear is engaged.

43.10 A suitable light shall also be provided in the engine compartment for ease of maintenance/ emergency repairing.

43.0 Pollution under control (PUC) Certificate Holder

A suitable holder with clear acrylic sheet cover shall be provided in driver cab near driver seat at appropriate level for fixing of PUC certificate.

44.0 Conductor Buzzer

An electric buzzer shall be provided in the driver's cab. The buzzer's switch shall be provided near the rear door at an appropriate location for easy operation by the conductor.

45.0 Conspicuity



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

A retro-reflective tape complying with AIS 90 specifications for conspicuity will be pasted on the vehicle. In front it will be of white colour, on side of the vehicle it will have white or yellow colour and in the rear of the vehicle it will be of red colour. The tape and make has to be type approved.

46.0 Fog Lamps

The bus shall be fitted with fog lamps as prescribed in CMVR.

47.0 Provisions for Advertisement Card Holders/Exterior Advertisement Friendly Design/ Handholds

The bus should have a provision for replaceable 'Coving Panels' (PVC panels) for advertisements on both sides of the bus. These panels of suitable size should be insertible in a bracket matching with the bus contours fixed above window frame and below roof sealing. The maximum number of panels as could be accommodated along the length shall be provided. The design of handholds should also be advertisement friendly.

The refurbishment means rehabilitation of bus in show-room condition with completion of all missing components, reconditioning of major assemblies, replacement of damaged body panels, replacement of cushions of passenger seats etc. after completion of five years from date of registration within a year's window.

XXXXXXX



Operational Parameters, Monitoring And Performance Adjustments

SCHEDULE 3

1. Operational Parameters

This schedule defines operational parameters and standards that direct the Concessionaire to provide required services to bus passengers of Delhi and the NCR.

1.1. Aims and Objectives

The principle aim of this performance monitoring regime is to provide greater incentives for a safer, more reliable, attractive, economic and efficient bus service to passengers.

According to a recent survey conducted by DIMTS in Delhi, passengers value the quality of bus service on the following performance parameters:

- Service reliability and frequency
- Less crowded buses
- Journey time
- Affordability
- Passenger comfort
- Accessibility to bus stops

Other service quality parameters that are considered important in assessing the performance of the bus network include:

- Staff attitude and behavior
- Personal safety and security during the journey
- Ease of accessing vehicles
- Cleanliness
- Vehicle repair
- Easy availability of travel information

In order to meet these objectives and deliver on each individual performance parameter, the Concessionaire shall be responsible for the following:

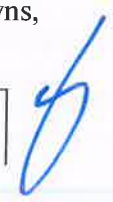
1.2. Definitions – For the purpose of this schedule:

- 1.2.1. “Advertisement Panels” means the designated space reserved in the interior and exterior of the bus to display advertisements.



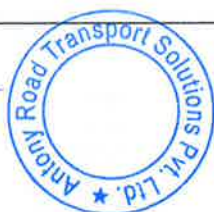
Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- 1.2.2. "Applicable Limit" means the permissible limit in timetable for the purpose of operation of Stage Carriage Buses as described in Schedule 3.
- 1.2.3. "Automated Vehicle Location System (AVL)" means the GPS-based automatic vehicle tracking system, integrated online with central server. The GPS data will have integration with GIS map for fleet management.
- 1.2.4. "Central Data Base" means the data centre for storing and retrieving operational data, established by IM or any agency appointed by IM.
- 1.2.5. "Contactless Smart Card" means the smart card (ISO 14443 compliant) authorized by IM or its nominated service provider which can be validated by the smart card readers cum validators installed on board in the buses for e-transfer of actual fare data on the system by IM or its nominated service provider.
- 1.2.6. "Data Suspension" means suspension of unrepresentative data as a result of factors outside the Concessionaire's control over short term time periods (defined with mutual agreement) on the request of the Concessionaire, which will not be used by IM to assess the Concessionaire performance.
- 1.2.7. "Delayed Trip" means any trip operated in which deviation in actual time of operation from the start point is more than the permissible tolerance limit as is described in Schedule 3.
- 1.2.8. "Deductible Lost Kilometrage" means the total number of Scheduled Kilometers (other than Non-Deductible Lost Mileage) determined in the reasonable opinion of IM as having not been operated in any Payment Period.
- 1.2.9. "Driver Quality Monitoring" means a point based monitoring system to assess the standards of driving maintained in the provision of the services. The system assigns points on various performance parameters as described in Schedule 3.
- 1.2.10. "Electronic Ticketing Machines (ETMs)" means the machines provided by IM in the buses to issue paper tickets and validate tickets for the purpose of fare collection.
- 1.2.11. "Emergency Ticket Pack" means a sealed pack of serially numbered, fully pre-printed tickets, issued to the Concessionaire, for use when the Ticketing Equipment supplied by IM or its nominated service provider is not available for use in the operation of the Services.
- 1.2.12. "Fatal Accidents" means accident involving private stage carriage bus operating under this contract in which there is a death of passengers/road users.
- 1.2.13. "Incident Management" means a system developed by the Concessionaire to report and make relief and support system to deal with in service breakdowns, accidents and other incidents as described in Schedule 3.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- 1.2.14. "Lost Kilometerage" means the total number of Scheduled Kilometers in Service Kms left uncompleted due to any missed Trip or Trip not completed as described in Schedule 3.
- 1.2.15. "Major Accidents" means accident involving private stage carriage bus operating under the supervision of IM which may involve hospitalization or estimated damage of above Rs. 25,000.
- 1.2.16. "Minor Accidents" means accident involving private stage carriage bus operating under this contract with extent of estimated damage of bus upto Rs. 25,000 and/or simple injuries to passenger / third party, requiring only outdoor medical care.
- 1.2.17. "Missed Trips" means any trip which does not cover the scheduled trip length (kilometerage) between origin and destination. The trip which is either not operated or is missed due to breakdowns etc. will also be covered under the category of missed trips.
- 1.2.18. "Non-Deductible Lost Kilometerage" means the total number of Scheduled Kilometers in Service Kilometers not operated by the Concessionaire the loss of which is determined in the reasonable opinion of IM as being beyond the Concessionaire's reasonable control in accordance with the provisions of Schedule 3. This will be taken into consideration only for the purpose of calculation of deductions of penalty amount in terms of Clause 3.3.1 of Schedule 3 of the RFQP document.
- 1.2.19. "On-board Equipment" means all types of on-board equipments in the bus including but not limited to GPS unit, smart card validators and CCTV equipment installed by IM or its nominated agency.
- 1.2.20. "Operational Control Centre" means a communication, analysis and operational control hub established and maintained by the Integrated Mechanism to control, manage and monitor the bus operation. The OCC will access data through AVL, AFCS, Concessionaire reports, field data inputs etc., and will provide MIS reports for operational and managerial purposes.
- 1.2.21. "Retention Period" means the safe custody of operational and revenue data in the custody of the Concessionaire with proper backup for the period as defined in Schedule 3.
- 1.2.22. "Ticketing Equipments" means any equipment and/or software and/or associated infrastructures provided in the bus in accordance with the provisions of this Concession Agreement for use in the provision of the Services primarily for the purposes of issuing tickets and recording of the same, recording on bus revenue receipts, validating Smartcards, recording passenger journeys and for the provision of information to the Concessionaire and to IM or its service providers relating to the same.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

1.3. Applicable Clearances / Approvals

1.3.1. Obtaining the necessary and Applicable Clearances / Approvals and meeting their requirements, including but not limited to the Certificate of Fitness (CoF), the Pollution Under Control Certificate (PUCC), the Certificate of CNG Leakage Testing, the Third Party Inspection Policy, and Proof of Road Tax Payment.

1.4. Engineering Quality

1.4.1. Providing buses that meet the technical specifications provided in Schedule 2 and further up keeping and maintaining buses to ensure their roadworthiness that meet the requirements of Stage Carriage Services. The preventive maintenance regime as prescribed by the Vehicle Manufacturer (VM) shall be carried out as per the schedule. The record of all preventive maintenance activities shall be kept in the Bus Maintenance Log Book (Log Book) and duly authenticated by the person in charge of the vehicle workshop carrying out bus maintenance. The Log books shall be produced for inspection by officials of Transport Department, GNCTD / IM as and when demanded.

1.4.2. If, IM considers that the operation of a vehicle provided by the Concessionaire could affect the safety of passengers or the general public, IM may instruct the Concessionaire not to operate that vehicle. In such circumstances the Concessionaire shall provide at its own expense an alternative vehicle for the performance of the Services.

1.4.3. The other provisions like disinfection of buses in once in two months as per Clause (73) of DMVR 1993 shall also be complied with by the Concessionaire.

1.5. Operational Staff

The Concessionaire shall be responsible for:

1.5.1. Ensuring that the duty hours of deployed staff are in compliance with The Motor Transport Workers Act, 1961.

1.5.2. Ensuring adequate operational staff to meet the requirement of the prescribed schedules. The operational staff deployed shall fulfill statutory requirements as per the Motor Vehicle Act, 1988 or any other applicable law as amended from time to time. Furthermore, only drivers registered with IM or a nominated agency of IM shall be deployed.

1.5.3. Deploying operational staff in proper uniform (as prescribed in the DMVR/Permit conditions from time to time) with nameplate. Operations staff of the Concessionaire on board the bus shall be responsible for the custody of the complaint/ suggestion book and first aid kit.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

1.5.4. Ensuring compliance with Qualifications, Duties and Responsibilities of Drivers as defined in **Annexure A**. IM / GNCTD reserves the right to develop and maintain a biometric record of operational staff of the Concessionaire for the purpose of monitoring.

1.6. Driver Quality Monitoring (DQM)

1.6.1. IM may introduce a point based monitoring system for drivers. The monitoring system may include assigning points on various performance parameters including but not limited to:

- Accidents
- Complaints;
- Rash driving, including not stopping or inadequate stoppage at designated bus stops (less than 30 seconds and start off before passengers are seated/ securely standing);
- Tampering with On-board Equipments such as equipment related to GPS, AFCS and CCTV;
- Allowing passengers to travel without tickets;
- Violating rules related to smoking, or talking on a mobile phone or driving under influence of drugs or alcohol.

1.6.2. Details of such a point system shall be worked out during the operation period. In case the negative points for a driver exceed certain pre-defined values in a specified period, IM may issue directions to the Concessionaire not to deploy the concerned driver on service for a period ranging from three days to permanent disqualification. This period must be utilized by the Concessionaire for imparting refresher training to such driver. **See Annexure B for more detail.**

1.7. Minimum Service Obligation

The Concessionaire shall be responsible for ensuring that:

1.7.1. stage-carriage operation of buses as per the UTT as notified by the State Transport Authority (STA), and compliance to the Motor Vehicles Act, 1988 and any other rules/guidelines notified from time to time;

1.7.2. buses report for operation at the route starting point a minimum of five minutes prior to the first start time. Buses must be in a clean, presentable condition and in a state of mechanical roadworthiness as set out in **Annexure C**;

1.7.3. prescribed routes are adhered to and every scheduled journey is completed as planned. Concessionaires should note that changes to routes and incomplete



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

journeys, are liable for penalization except under force majeure circumstances as set out in Concession Agreement;

- 1.7.4. buses stop at designated bus stops with clearance at the entry point of the bus to allow for easy boarding and egress;
- 1.7.5. appropriate usage of appliances like the disabled access ramp to ensure proper boarding and alighting of passengers at bus stops;
- 1.7.6. buses stay at the stop until all passengers who need to alight have done so, and all passengers waiting at the stop for the bus have boarded;
- 1.7.7. passengers are not allowed to board or alight at unauthorized locations.

1.8. Systems development and reporting responsibilities

1.8.1. As part of the contract the Concessionaire must develop systems for collecting, recording and sharing information and data as listed below.

1.8.2. *Lost Kilometerage*

The Concessionaire must put in place a system to capture daily operational data at source level and communicate the same to the OCC of IM as per details in Section 'Lost Kilometerage' and **Annexure D**. The system will need to be operational at least 15 days before the start of the service under the contract.

If, the Concessionaire is found to have failed to declare or has inaccurately declared Missed Kilometerage / Deductible Lost Kilometerage, IM shall be entitled to make Deductions for all the Deductible Lost Kilometerage undeclared or wrongly declared (as measured against any final determination in respect of Deductible Lost Kilometerage made under Schedule 3) in question.

1.8.3. *Bus Maintenance program*

The Concessionaire must set up an internal system to keep a record of all maintenance activities carried out on the buses. The system shall maintain a record of total kilometerage performed by the buses on a daily basis, including revenue and non-revenue kilometers. The system shall be capable of monitoring maintenance activities with respect to the preventive maintenance schedules prescribed by the Vehicle Manufacturers. The Concessionaire shall send a report to the IM's Operational Control Centre (OCC) through electronic means on a daily basis, comprising details of Bus Maintenance Data as per **Annexure E**.

1.8.4. *Incident management*

The Concessionaire shall be responsible for putting in place a system of reporting by the driver and other support staff as regards breakdowns,

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

accidents and other incidents. As part of the incident management process the system should include:

- Information regarding any damage to vehicle,
- Involvement of any third parties.
- The bus route number,
- The vehicle number
- Crew details
- The time of the incident

The Concessionaire is also responsible for putting in place a system for the quick retrieval and recovery of vehicles and, to remove any road obstructions caused as a result of the incident. Please refer to **Annexure F** for further information.

The Concessionaire shall also ensure that backup buses are available in reserve to ensure service continuity in case a bus is held up due to accidents or to cover any unforeseen eventualities like breakdown repairs.

1.8.5. *Lost property*

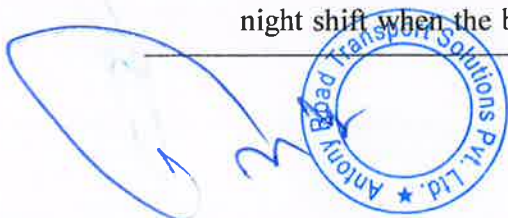
The Concessionaire shall be responsible to comply provisions as contained in Clause (70) of DMVR 1993 regarding handling of lost property articles detected during operation of the Stage Carriage Buses. Also, the Concessionaire shall follow any further guidelines on this subject to be issued by DoT/IM without prejudice to any statutory guidelines for handling and disposal of lost property article.

1.9. **On-board Equipment and Advertisement Panels**

The Concessionaire shall be responsible for:

1.9.1. Ensuring that On-board Equipment such as the GPS unit, ticket issuing equipment, Smart Card Validators, cabling, and accessories provided by IM or an agency nominated by IM, are in working order and not tampered with. The safety and security of On-board Equipment provided on the bus shall be the responsibility of the Concessionaire. Daily operational data in the required format needs to be uploaded on the OCC system by the concessionaire. IM may, as needed, audit and perform sample checks of operational data and equipment.

1.9.2. Making buses available for fitment / inspection / periodic maintenance of On-board Equipment to an agency nominated by IM at regular bus parking places. The inspection/periodic maintenance will normally be carried out during the night shift when the bus is not in service. In circumstances when inspections



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

are carried out during the day, IM will make every effort to ensure that this does not interfere with the Concessionaire's service obligations. The Concessionaire will develop and implement an effective maintenance system to ensure the timely repair of equipment through the service provider.

- 1.9.3. Making buses available for fitment/ removal of advertisements, at the time decided through mutual convenience with IM or any other agency authorized by IM.

1.10. Ticketing and revenue collection

The Concessionaire must ensure that

- 1.10.1. The conductor or driver, (in case a conductor is not deployed in the bus), shall issue proper tickets against the fare collected, in the services operated in the Cluster. DoT/ IM reserves the right to deploy conductors in buses in service either in the scope of the Concessionaire or subject to payment on mutually agreed rates of incremental cost to the Concessionaire. **See Annexure G for more details.**
- 1.10.2. All revenues shall be handed over to IM or deposited in a designated account in accordance with this agreement for Basic Services and Additional Services.
- 1.10.3. Emergency Ticket Packs will be made available for each bus in service by the IM or its authorized agency. The Concessionaire shall follow the following procedure for the same:-
- i. On commencement of duty the conductor (driver in case no conductor is provided as per the agreement) will be issued with an **Emergency Ticket Pack** which will bear a uniquely identifying serial number and other security measures as specified from time to time.
 - ii. In the event of the Ticket Machine/ Smart Card Validator becoming inoperable while the bus is in service, the Emergency Ticket pack will be opened and these tickets will be issued in lieu of tickets from the ticket machine/ Smart Card Validator. Each Emergency Ticket Pack ticket is individually numbered and denotes a monetary value. Tickets may be issued in multiples of any combination up to the exact fare.
 - iii. The Emergency Ticket Pack contains a waybill which must be completed in full showing details of the tickets issued. At the end of the conductor's shift the Emergency Ticket Pack (complete with unused tickets) and the way bill shall be handed in by the conductor to the depot cashier along with cash collection.
 - iv. The Concessionaire shall check the completion of the waybill and shall return all part used Emergency Ticket Packs and the accompanying waybills to IM, on the Friday of each week.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- v. The used Emergency Ticket pack will be replaced by IM or, where notified, its contractor or agent with a new Emergency Ticket Pack.
- vi. All revenue collected or received by the Concessionaire as a result of the use of Emergency Ticket Packs shall be paid to IM or deposited in a designated account by the Concessionaire in accordance with the above procedure on weekly basis.

1.11. Right of Access

1.11.1. DoT / IM shall have the rights of access and the rights of audit and/or inspection set out in the Concession Agreement.

1.11.2. The Concessionaire shall provide or make available to DoT / IM:

- i. all assistance as may reasonably be required;
- ii. all records, data and other information as may reasonably be required;
- iii. the use of a telephone, photocopier and where available facsimile machine; and
- iv. a suitable work area

1.12. Retention of Data

The Concessionaire shall be responsible to retain all records (which shall mean all records relating to or in connection with the Agreement and any other information reasonably required by IM or specified in the Agreement) for a period of not less than five years after expiry or termination of the Concession Agreement (the "Retention Period"). IM shall have the rights of access and the rights of audit and/or inspection of any or all such records in accordance with the provisions set out.

2. Performance Monitoring

2.1. IM proposes to set up a comprehensive OCC for the monitoring of Operations and key Performance Standards.

2.2. Information Formats

IM' OCC will need to be fed with information and data to measure and evaluate service performance. It will be necessary for the Concessionaire to put in place a system to capture basic Operational Data at the source level/ Parameters that need to be captured should include but not be restricted to those in **Annexure C** – (List of operational parameters).

The Concessionaire shall maintain proper records and provide any information asked by IM. This data would be over and above the scheduled reports as



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

defined in Annexure D. Basic data capture shall be through automated means as far as possible.

The Concessionaire shall communicate the operational data to the OCC through electronic means on daily basis in Microsoft Excel compatible format or as specified from time to time, which shall include, inter alia, details as per **Annexure D**. IM will require further information on a monthly basis based on formats set out in **Annexure E and H**.

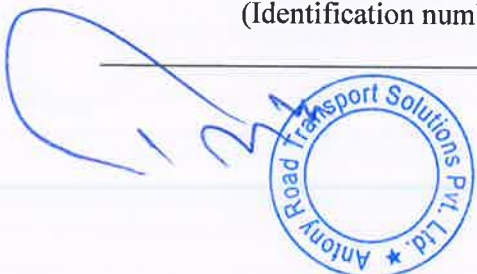
2.3. Immediate Reports Related to Accidents

The Concessionaire will provide immediate notification of an accident, followed by a written report within 24 hours to the IM's OCC. The written report will provide all relevant information as specified in **Annexure F**, Immediate notification and a written report must be provided as and when the Concessionaire becomes aware of any event resulting from the Services or associated activities which involves:

- loss of life of any passenger, member of the Concessionaire's staff, or other person; or
- an injury to any passenger, or other person where medical attention was required immediately in the wake of the accident.
- robberies or assaults on passengers or staff
- vandalism and public disorder both on and off vehicles or in the garage or depot where the incident involves
 - a. safety critical bus failures
 - b. any incident of a like nature that is likely to attract media attention
- acts of vandalism affecting service delivery
- incidents (including environmental incidents where prosecution is likely, or there is (or there is likely to be significant media attention.

When notifying IM of the incident, the Concessionaire will provide the following information as set out in "Incident Report Form" with details including:

- the date, time and place of the incident;
- the circumstances of the incident;
- particulars of injury to any passenger or other person requiring medical attention (if known);
- particulars of damage to the Vehicle;
- the name and identification number of the Concessionaire's staff present at the time of the incident;
- name, address and contact telephone number of any persons involved (if known), and
- name, address and contact telephone number of any witnesses (Identification number, if the witness is a staff member).



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- route number and bus registration number.

The Concessionaire may be required to submit additional incident investigation reports as requested by IM.

2.4. Immediate Reports Related to Potential Disruptions to Service

The Concessionaire will provide immediate notification followed by a written report providing all relevant information to the IM's OCC as soon as the Concessionaire is aware of any event (including proposed industrial action) that is likely to substantially disrupt or alter the delivery of Services. The Concessionaire must identify the likely effect of this event and the steps to be taken by the Concessionaire to minimize the disruption to Services.

2.5. Weekly Reporting of Other Incidents

The Concessionaire shall provide OCC with information for other incidents in relation to each week ('week' being Saturday to Friday). This information shall be provided to IM on or before the Thursday after the end of each week in which the incident took place or at other such intervals as IM may require from time to time.

3. Performance Measurement

- 3.1. In order to assess the Concessionaire's performance in meeting its service obligations as set out in Para 1 of Schedule 3, IM will measure specific operational parameters as set out in the following paragraphs. Each measureable parameter will enable IM to reward or penalize the Concessionaire depending on its performance against a pre-determined benchmark.

A. Performance Deductions

- Delayed Trips
- Missed Trips
- Other Infractions

B. Performance Incentive

- On-time benchmark
- Sample Check on specified performance parameters and Incentives



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- 3.1.1. Performance Deductions and Incentives shall be adjusted for CPI on bi-annual basis. IM's decision with regard to the above assessments shall be final.
- 3.1.2. Without prejudice to the Deductions set out in the preceding clauses, DoT / IM reserve the right to pursue other remedies as defined in the Agreement. Such Deductions also do not constitute a waiver of any other remedies applicable under Law.
- 3.1.3. CYF payable for a Trip shall be calculated for Non-AC Services as set out below :

$$= \frac{[(\text{Capital Charge} \div 365 \text{ days}) \div \text{No. of trips for the day for the specific Route}] + [\text{No. of kms for the Trip} \times \text{Consumables Charges per service kilometer}] + [\text{No. of Hours for the Trip} \times \text{Manpower and Overhead Charges per service hour}]$$

The aforesaid shall be used for such purposes as may be required including for calculating the deduction for Missed Trip in para 3.3.1 and for deduction as set out in para 3.7.

3.2. Performance Deduction for Delayed Trips and Performance Incentive for Better than Benchmark Performance

The provision of reliable services is a very high priority for bus passengers. Therefore, subject to exceptional circumstances, when trip delays are unavoidable, the Concessionaire is required to ensure that the UTT is adhered to, with no cancellations and all buses operating on time.

- 3.2.1. Departure times or service intervals, as appropriate, shall be published at bus stops and elsewhere by IM; and
- 3.2.2. A delayed Trip is defined as any departure of a bus outside specified time limits set out in the table below.
- 3.2.3. The performance of each Concessionaire in the cluster will be worked out by comparing the actual observed departure times with the specified departure times as set out in the UTT. A bus will be regarded as 'on time' if it departs from a scheduled departure point within the Applicable Limits from UTT.

S. No.	Description (Checkpoint/s)	Applicable Limits from UTT	
		Earliest Start	Latest Start
1	Start of First Trip for Each Bus for the day	+ 0 minutes	+ 2 minutes
2	Start of Each Subsequent Trip	+ 2 minutes	+ 5 minutes
3	First checkpoint en-route at about ~ 5 km	- 2 minutes	+ 5 minutes
4	Second checkpoint en-route at about ~ 10 km	- 2 minutes	+ 8 minutes
5	Third checkpoint en-route at about ~ 15 km and all subsequent checkpoints, if any	- 2 minutes	+ 10 minutes



- 3.2.4. The Concessionaire’s performance of the Services shall be monitored on a monthly basis against these punctuality benchmark standards.
- 3.2.5. The Concessionaire will be financially rewarded for services performing above the benchmark (Tables 1 and 3), and penalized for services performing below the benchmark (Tables 1 and 2).
- 3.2.6. IM will measure the performance of all buses in a cluster on a monthly basis using AVL system. The actual online performance of each bus will be measured against the On Time Performance Benchmark.

Table 1 – Online Time Performance

S. No.	Category and Performance	Below Benchmark		Above Benchmark	
1	On Time Performance Benchmark “BM” : 88% - 92%				
	% of total monthly checkpoints for the Cluster	Less than BM	Deduction: On-time Deductions in terms of Table 2.	Greater than BM	Incentive : On-time Incentive in terms of Table 3.

At the end of each month IM will collate performance results in order to calculate the overall performance incentive payment or debit for the Concessionaire. Tables 2 and 3 set out the method of calculation of deduction and incentive for each bus operated in the cluster.

Once the total number of deductions and incentives are added together, IM will issue a summary performance table to the Concessionaire. This will be issued no later than 25 working days after the month in which performance has been measured. The report will include:

- All routes details, including any agreed changes to the route detail
- Start and end dates of the month
- Confirmation of any agreed data suspension for a previous month and notification of any applications for data suspension being considered by IM at that time

The summary table will set out the percentage of buses operating ‘on time’ compared to the departure times specified in the UTT and the reward or penalty due.

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

Table 2 - Deductions for Not Achieving On Time Performance Benchmark

S. No.	Performance	Prorated Deduction
1	Upto 5% below BM of 88%	Rs. 50/- for each checkpoint
2	Upto 10% below BM of 88%	Rs. 75/- for each checkpoint
3	Upto 15% below BM of 88%	Rs. 100/- for each checkpoint
4	More than 15% below BM of 88%	Rs. 125/- for each checkpoint

Table 3 - Incentive for Actual Performance Better than On Time Performance Benchmark

S. No.	Performance	Prorated Incentive
1	Above the BM of 92%	Rs. 200/-for each checkpoint

3.2.7. IM reserves the right to prepare other reports for the purposes of monitoring the Services and reporting the performance of the Services to key stakeholders.

3.3. Lost Kilometerage

3.3.1. For any missed Trip or Trip not completed, deductions shall be made in the following manner:

S. No.	Extent to which a Trip is missed	Deduction
1	A Trip, which either does not commence or does not complete even 25% of the kilometers for the Trip.	150% of the CYF (including payment towards Capital, Consumables and Manpower/ Overhead Charges) payable for the Trip, in terms of Clause 3.1.3, will be applied as performance deductions for the Trip. In addition, the CYF for the lost kilometerage of the trip, in terms of Schedule 5, shall not be payable.
2	A Trip, which has completed more than 25% but less than 60% of the kilometers for the Trip.	100% of the CYF (including payment towards Capital, Consumables and Manpower/ Overhead Charges) payable for the Trip, in terms of Clause 3.1.3, will be applied as performance deductions for the Trip. In addition, the CYF for the lost kilometerage of the trip, in terms of



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

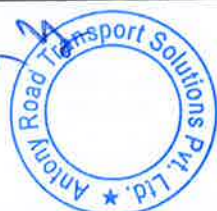
S. No.	Extent to which a Trip is missed	Deduction
		Schedule 5, shall not be payable.
3	A Trip, which has completed more than 60% but has not completed 100% kilometers for the Trip.	50% of the CYF (including payment towards Capital, Consumables and Manpower/ Overhead Charges) payable for the Trip, in terms of Clause 3.1.3, will be applied as performance deductions for the Trip. In addition, the CYF for the lost kilometerage of the trip, in terms of Schedule 5, shall not be payable.

IM will use an AVL device for the purposes of assessing the kilometerage performance of each of the services operated under this schedule. Operated kilometerage must also be reported by the Concessionaire on a monthly basis. The information will be set out under the headings listed below:

- Name of Concessionaire and kilometerage code
- Route to which the information relates
- Week ending date to which information relates
- Daily scheduled in service kilometerage derived from the working timetable
- Any agreed additional Kilometers
- Any agreed curtailed Kilometers
- Kilometers to be operated
- Lost kilometerage which the Concessionaire accepts is Deductible Lost Kilometerage categorized as follows:
 - Staff (s)
 - Mechanical (m)
 - Other deductibles (od)
- Lost kilometerage which the Concessionaire claims is Non-Deductible Lost Kilometerage categorized as follows:
 - Traffic
 - Other non-deductibles (ond)
- Operated in service kilometerage for the week
- Percentage of Kilometers operated
- Any extra Kilometers operated

3.3.2. Deductible and Non-Deductible Lost Kilometerage

In exceptional circumstances, where the Concessionaire can demonstrate to IM and DoT that lost kilometerage was out of the control of the Concessionaire and the Trip was missed due to peculiar traffic conditions,



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

rains, rallies, police action not specific to the Concessionaire, IM may waive the deductions. A classification of possible 'lost kilometrage' causes is set out in **Annexure I**. The Concessionaire would need to classify 'lost kilometrage' according to whether it is 'deductible' and therefore deemed to be within the control of the Concessionaire or 'non-deductible', caused by factors outside the Concessionaire's control.

IM will determine the extent to which it is reasonable that none or only some of the lost kilometrage which is claimed to be non-deductible by the Concessionaire is Non-Deductible Lost Kilometerage. Such determination will be made on the grounds that the Concessionaire has failed to take all reasonable steps to overcome, avoid or minimize the effects of any events beyond its reasonable control.

3.4. Other Infractions

3.4.1. An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction". The deduction for each Infraction shall be made in terms of the table set out below:

S. No.	Category of Infraction	Reference Table for Infraction in Annexure J	Amount for Each Infraction for calculating Performance Claim/ Deduction (in Rupees)	Time to Resolve for next higher slab in terms of Clause 3.3.4 of this Schedule (Bus related infraction)
1	A	Table 3.A	80/-	One day
2	B	Table 3.B	300/-	Two days
3	C	Table 3.C	800/-	Three Days
4	D	Table 3.D	1,500/-	Three Days
5	E	Table 3.E	3,000/-	One day
6	F	Table 3.F	Defined in Table 3.F	One day

Note: Performance Deduction/Claim amount shall be applied even during time to resolve the infraction (Period indicated as in above table).

3.4.2. Infractions can be identified by IM, a nominated person or agency based on visual checking, electro-mechanical reviews, reports from independent agencies and data from the Central Data Base of IM. IM shall have access to Concessionaire's facilities in order to check such Infractions on a regular basis either through visits to the workshops and garages commonly used by the Concessionaire, or bus inspections at terminal points along the route during



service hours.

- 3.4.3. The Concessionaire may note that the formats provided in Annexure C, D, E and H are typical, but are subject to revision from time to time based on actual information, logistics and monitoring requirements.
- 3.4.4. In case of non-rectification of infraction within stipulated time to resolve, any subsequent repetition shall attract penalty of next higher slab with a ceiling of Rs. 3,000 per infraction. Thereafter, it will be binding on the Concessionaire not to operate the vehicle till rectification of the bus related infractions.

3.5. Accidents

3.5.1. Sanctions on Concessionaire Operating Staff

Based on information gathered through Driver Quality Monitoring, Engineering Quality Monitoring and Mystery Traveler audits IM reserves the right to impose specific sanctions by way of temporary suspension of operating staff of the Concessionaire. The length of suspension will be based on the type and severity of mis-conduct. The sanction could be for a maximum duration of up to the end of Concession Period.

3.5.2. Major or Fatal Accident Situations

In case of major or fatal accidents and collisions the Concessionaire shall additionally undertake the following activities:

- (a) Direct the concerned driver to undergo a refresher course and pass a skills test in IDTR or any other institute(s) prescribed by IM.
- (b) Undergo another medical checkup for eye sight conducted by a medical board authorized by IM.
- (c) In the case of mechanical failure, re-certification of the bus for road worthiness based on a mechanical inspection by an agency authorized by IM.
- (d) In addition to the above measures, IM shall impose a cash penalty of Rs. 1,00,000 (Rupees One Lakh) per fatality, in case of an accident involving a fatality. This penalty amount shall be adjusted for CPI-IW bi-annually. This financial penalty will be without prejudice to any other legal action against the Concessionaire taken by a court of law.

3.6. Other Issues Related to Monitoring

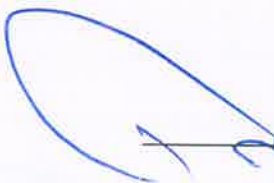

IM will manage operations with suitable software including inputs from global positioning system (GPS) or any other appropriate system. A GPS system can track speed and collect other data. Upon request of bodies such as GNCTD/



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

DoT / State Transport Authority/ Traffic Police etc., IM may be obliged to share information with them related to over-speeding, accidents, etc. based on data collected at the Central Data Base of IM. The Concessionaire may note that these agencies may decide to impose fines and penalties on their own based on applicable Laws.

XXXX

5/9,
Under Hill Road
Delhi-54

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

Annexure A

QUALIFICATIONS, DUTIES AND RESPONSIBILITIES OF DRIVERS AND CONDUCTORS

A. Drivers

The Concessionaire shall ensure that the drivers deployed by him meet the qualifications and perform duties and obligations, as laid down hereunder.

1. Qualifications of Drivers

- (i) Academic qualifications for the drivers shall be minimum 10 + 2 class pass or as applicable by law.
- (ii) Drivers shall possess a valid HTV driving license and PSV badge valid in the NCT of Delhi.
- (iii) Drivers should have a good level of overall fitness so as to be able to walk, stand and sit while on duty.
- (iv) Drivers should be in prescribed uniform during their shift and badges should be worn at all times.
- (v) Drivers should be trained to operate on board equipment installed on the bus.
- (vi) The other requirement for drivers will be same as that laid down in the Motor Vehicle Act (MVA) 1988, Delhi Motor Vehicles Rules (DMVR) 1993 and STA, Delhi.

2. Duties and Responsibilities of Drivers

2.1 The Concessionaire shall ensure that deployed drivers shall, as a part of their duties and responsibilities:

- (i) shall perform a pre-trip inspection of the assigned vehicle;
- (ii) shall behave in a civil and orderly manner with passengers, prospective passengers and all other road users;
- (iii) shall be dressed in clean and specified uniform as prescribed in Permit Conditions for Private Stage Carriage Bus operation or as notified by STA, Delhi;
- (iv) shall maintain the vehicle in a clean and hygienic condition;
- (v) shall take all reasonable precautions to ensure that passengers are not endangered or unduly inconvenienced by the presence of luggage or freight, where luggage and freight is carried on vehicles in addition to passengers.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

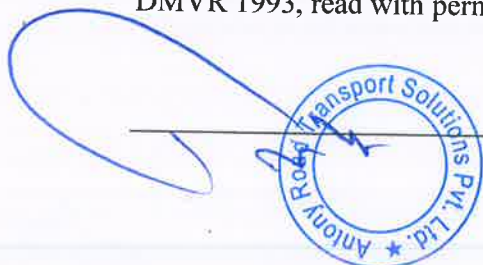
- (vi) shall, where goods are carried on the vehicle in addition to the passengers, take all reasonable precautions to endure that passengers are not endangered or unduly inconvenienced by the presence of the goods;
- (vii) in the event of bus being unable to proceed to its destination on account of mechanical breakdown or other causes beyond the control of the driver, arrange to convey passengers to their destination in some other similar vehicle.
- (viii) shall take all reasonable steps to facilitate inspection of bus, etc conducted by authorized officials of IM.
- (ix) shall, on demand by any Police Officer, officer of the Transport Department, or any member of the State Transport Authority produce their identity card, display his/her license or badge for inspection.
- (x) shall strictly adhere to the notified time table for arrival and departure of the vehicle from authorized depots and bus stands for the convenience of passengers.

The Concessionaire shall ensure that the drivers in no case shall:

- (i) interfere with persons boarding or preparing to board other vehicles.
- (ii) willfully deceive or refuse to inform any passenger the correct fare for their journey.
- (iii) except for a good and sufficient reason, refuse to carry any person tendering the legal fare.
- (iv) except for good and sufficient reasons require any person who has paid the legal fare to alight from the vehicle before the conclusion of his/her full journey.
- (v) loiter, or unduly delay any journey. The driver shall proceed to the scheduled destination in accordance with the time table pertaining to the trip.
- (vi) cause or allow anything to be placed in the vehicle in such a manner as to obstruct the entry or exit of passengers.
- (vii) act as a tout or agent of any commercial establishment.
- (viii) allow anybody to sit next to him/her, or distract his/her attention whilst driving .

B. Conductors

The qualification, duties, functions, conduct of conductors shall be governed by DMVR 1993, read with permit conditions.



Annexure B

MONITORING OF DRIVING STANDARDS

1. Introduction

The Driver Quality Monitoring (DQM) is an objective assessment of the standards of driving maintained in the provision of the Services. DQM will be undertaken by a third party professional contractor (the DQM Contractor) appointed by IM or its authorized agency, on behalf of DOT.

2. Monitoring Objectives

- 2.1. The objectives of DQM are to:
- 2.1.1 enhance the safety and comfort of passengers using the Services;
 - 2.1.2 enhance the safety of members of the public and other road users by reducing accident rates;
 - 2.1.3 demonstrate clear commitment to continuous improvement in driving standards on the Services with robust data;
 - 2.1.4 provide objective professional appraisals that enable the Concessionaire to target its own activities to improve driving standards;
 - 2.1.5 address concerns regarding the standard of driving provided in the provision of the Services raised through public correspondence and ongoing monitoring and surveys carried out by IM.

3. Methodology

- 3.1. DQM Assessors will not make themselves known to the driver and are not empowered to suspend or instruct drivers they regard as exhibiting serious faults. DQM Assessors will pay the appropriate cash fare or show a pass appropriate for their journey.

4. DQM Assessments

- 4.1. DQM Assessments may be undertaken by IM or its authorized agency where:
- 4.1.1. a particular route or the Concessionaire fail to meet IM's required standards, as specified from time to time; and
 - 4.1.2. public correspondence and/or any other source available to IM suggests that the Services are not meeting IM's required standards, as specified from time to time.
- 4.2. DQM Assessments may be conducted at anytime.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

5. DQM Assessments – Aspects Covered and Standards

- 5.1. The DQM Assessors are expected to make qualified, impartial and consistent judgment of the standard of driving experienced over a number of journeys.
- 5.2. The DQM Assessments are carried out under normal driving conditions and not test conditions. Each DQM Assessment will take a minimum of 20 minutes. A copy of the assessment form is attached at Appendix 1.
- 5.3. DQM Assessors will mark the standards of driving in terms of the following aspects:
- 5.3.1. aspects of driving to be assessed:
- smoothness of acceleration, braking and steering;
 - care in the use of speed;
 - speed on approach and into bus stops (and other appropriate bus infrastructure);
 - speed through hazards and bends;
 - negotiation of roundabouts, traffic lights;
 - position on road and lane discipline;
 - signaling and use of mirrors;
 - positioning at bus stops (and other appropriate bus infrastructure); and
 - distance between bus and other vehicles (moving and stationary).
- 5.3.2. external aspects to be noted:
- apparent condition (obvious problems which would make the driver's job harder);
 - prevailing light conditions (night / low winter sun, wet road, water-logged road etc.); and
 - weather conditions.
- 5.4. An overall DQM Assessment will be given using the following codes and definitions:
- 5.4.1. **Code 1:** Fully Acceptable Drive. A journey on the bus that would be perceived by a passenger as being comfortable with no unexpected sudden movements.
- 5.4.2. **Code 2:** Acceptable Drive with Minor Faults. A journey where mistakes are made and passenger comfort is being eroded. The mistakes made are generally minor ones, which can be rectified through improved application of existing skills and/or driver training.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- 5.4.3. **Code 3A:** Unacceptable Drive with a Significant Fault. A journey where a mistake was made that could lead to an accident and/or which would cause a significant level of passenger discomfort. Otherwise the drive is acceptable.
- 5.4.4. **Code 3B:** Unacceptable Drive with Serious and/or Repeated Faults. A journey where the mistakes made are serious enough to have a high level of accident potential and passenger comfort is being severely compromised.
- 5.4.5. **Code 4:** Unacceptable Drive with Dangerous Faults. A journey where passengers' or other road users/members of the public, lives are being put at risk as a result of the driver's actions.

6. Serious Incident Procedure

- 6.1. Where the bus driver is considered to be under the influence of alcohol or drugs, the DQM agency nominated by IM will be required to report the salient details immediately to IM's OCC who shall then contact the Concessionaire to request immediate action. The Concessionaire shall take steps to implement such action immediately. A full report of the incident will be emailed to the Concessionaire within 24 hours of the DQM Assessment being carried out.

7. Driver Training and Uniform:

- (a) The Concessionaire shall ensure that each drivers should undergo at least three (3) days of training in each calendar year. The data for the same should be maintained using biometric system.
- (b) Drivers and Office Staff Uniforms: The Concessionaire shall give at least 2 sets of uniforms to drivers and office staff in each year. The proof of the same shall be submitted to DoT and IM. Failure to provide uniforms would invite penalty as mentioned in this Schedule.



Revisit	
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Date	<input type="text"/>	Destination	<input type="text"/>
Time On	<input type="text"/>	Time Off	<input type="text"/>
From	<input type="text"/>	Bus Reg. No.	<input type="text"/>
To	<input type="text"/>	Concessionaire	<input type="text"/>
Route No.	<input type="text"/>	Weather	<input type="text"/>
Stopping – smoothly	<input type="text"/>	Move off – safely	<input type="text"/>
Stopping – position	<input type="text"/>	Move off – control	<input type="text"/>
Door operation	<input type="text"/>	Use of all mirrors (MSM)	<input type="text"/>
Moving off – timing	<input type="text"/>	Give signals	<input type="text"/>
Moving off – smoothly	<input type="text"/>	Reaction to signals	<input type="text"/>
Comfort – braking	<input type="text"/>	Stopping safely	<input type="text"/>
Comfort – acceleration	<input type="text"/>	Lane discipline	<input type="text"/>
Comfort – cornering	<input type="text"/>	Road position	<input type="text"/>
Anticipation	<input type="text"/>	Roundabouts	<input type="text"/>
Safety	<input type="text"/>	Keep distance	<input type="text"/>
Customer service	<input type="text"/>	Adequate clearance	<input type="text"/>
Dress	<input type="text"/>	Use of speed	<input type="text"/>

Overall assessment

Code 1 = Fully acceptable	Code 3 = Unacceptable with significant faults
Code 2 = Acceptable with minor faults	Code 4 = Unacceptable with serious/repeated faults
	Code 5 = Unacceptable with dangerous faults

Passenger volume

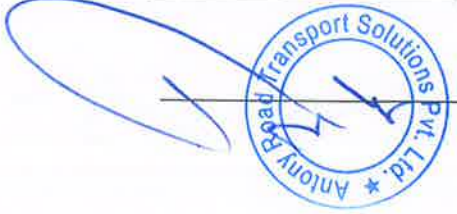
Busy	<input type="text"/>	Average	<input type="text"/>	Quiet	<input type="text"/>
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Traffic conditions

Busy	<input type="text"/>	Average	<input type="text"/>	Quiet	<input type="text"/>
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Passenger comment

Driving comments



- Average/max and min duration between the arrival of two buses at the stops of high- frequency routes
- Time of departure of the first trip from starting point of the route.
- Expected Vs. actual arrival/departure times at and from the first and stipulated bus-stops respectively for low frequency bus routes

- **Kilometerage Information**

- Number of completed and incomplete journeys

- **Journey Experience**

- Route taken (deviation from standard)
- Journey duration
- Number travelled in that journey,
- Average , max, min boarders, de-boarders per stop en route

- **Miscellaneous Details:**

- Ticketing options used – split between the modes (AFC, ETM, Emergency failover system)



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Transport Department, GNCTD & Antony Road Transport Solution Private Limited
 Operation of Private Stage Carriage Services in Delhi

Concession Agreement
 for Cluster No. 13

Annexure D

Daily Bus Operation Data



Cluster no.:

Concessionaire code:

Date :

S. No.	Route No.	Duty No.	Bus No.	Driver No.	Trips			Kilometers			No. of Service Hours	No. of trip operated late (outside tolerance limits)	Details of Breakdown if any (Time, Type Code)	Details of accident if any (Time, Type Code)	Remarks, If Any	
					Scheduled	Operated	Missed	Scheduled	Operated	Missed						Non-deductible, if Any with details
(1)	(2)	(3)	(4)	(5)	(6)			(7)			(8)	(9)	(10)	(11)	(12)	



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Annexure E

Bus Maintenance Data

S. No. (1)	Bus No. (2)	Maintenance due on (Kms) (4)	Maintenance carried out on (Kms) (5)	Whether carried out at authorized service centre (6)	Entry No. in Bus Maintenance log book (7)



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

Annexure F

OPERATIONAL GUIDELINES

1. Incident Reporting

1.1. Incident Reporting

IM as an integrated mechanism needs to maintain the records of all incidents, which will be used for monitoring and investigation purposes. The Concessionaire will need to maintain the data of all incidents including these:

- Resulting in damage to the bus, third party vehicles or inanimate objects;
- Causing injury to bus passengers, bus crew or members of the public (including assaults) or animate objects; or
- Which could be considered to have safety implications (such as mechanical failure, fire, wheel loss etc.); and
- Traffic accidents and vandalism.

1.2. Immediate Reporting of Serious Incidents

1.2.1. The Concessionaire shall inform OCC of IM immediately on telephone, online bus communication system or any other available mode of communication, any of the following in so far as they relate to the provision of the Services:

- All incidents resulting in a fatality, or major injury or requiring medical attention;
- Robberies and assaults on passengers or staff;
- Low bridge/flyover strikes or other limited headroom obstructions;
- Fire on vehicles;
- Collisions resulting in any injury;
- Vandalism and public disorder (both on and off service vehicles);
- Safety critical bus failures (including wheel loss, brake failure or power surge); and
- Any incident of a like nature or that is likely to attract media attention.

1.2.2. The Concessionaire shall send information immediately to OCC after an event referred to in above Para has taken place, with the following information:

- Route number;
- Date, time and location of incident;
- Bus Registration No;
- A brief description of the incident;



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- Details of any injuries sustained;
- Details of Police Case; and
- Any other information that may be required from time to time.

1.2.3. The Incident Report Form must be completed and submitted to OCC at the earliest opportunity.

1.2.4. The Concessionaire may be required to submit additional incident investigation reports as required by IM.

1.3. Weekly Reporting of Other Incidents

A full report for “other” incidents; i.e. those that do not fall under the definition of “serious” incidents, shall be reported as soon as is practically possible having regard to the reporting requirement as given above.

2. Standard Guidelines for attending & dealing with on-the-Road Accidents/Incidents Involving Buses, Passengers &/or Staff

2.1. Introduction

This section defines the respective responsibilities of the Concessionaire and IM in responding to and dealing with on-the-road accidents and other incidents actually involving buses, passengers and staff, and the effects of such accidents/incidents.

2.2. It is the primary responsibility of the Concessionaire, their staff and officials, to deal with the actual incidents. The Concessionaire must ensure that there are adequate resources and/or training of their own staff, in order that they can deal with these incidents including obtaining and reporting information to meet both the Concessionaire’s and IM’s requirements.

2.3. The Concessionaire needs to ensure that appropriate action is taken to minimise the effects on passengers, the Services and any other services operated under contract with or by Concession Agreement of IM. This includes arranging the transfer of passengers to any other suitable alternative Buses.

2.4. The Concessionaire should fill the Incident Report Form and submit it to OCC at the earliest.

2.5. The Concessionaire should not give interviews or comments to the media. If specifically asked for comments on the incident, the Concessionaire will refer the enquiry to the IM.







Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

INCIDENT REPORT FORM

SECTION A (USE SEPARATE SHEET FOR ADDITIONAL INFORMATION OR CONTINUE OVERLEAF)

Concessionaire: _____	Depot: _____
Route Number: _____	Bus Registration NO: _____
Nature of Incident: _____ (Major/Minor/Fatality)	
Date of Incident: _____	Time of Incident: _____
Location (including Road/Junction/Postcode): _____	

Details of Persons Injured:	
Include Name and Address/Age Sex/Injury	Address: Contact No. if available
_____	_____
_____	_____

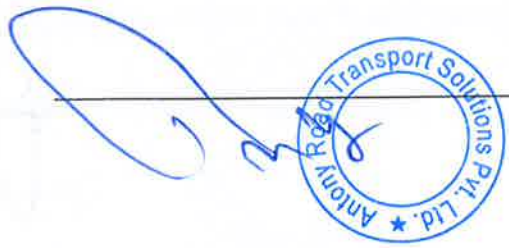
Brief Details of Incident:

Damage Description:
Include All Vehicles/Infrastructure Involved

Signature _____	No: _____	Date: _____	TIME: _____
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SECTION B (USE SEPARATE SHEET FOR ADDITIONAL INFORMATION OR CONTINUE OVERLEAF)

Time Arrived at Scene:
Destination of bus: _____ Travelling From: _____ To: _____
Estimated Speed: _____ Fleet Number: _____ Hospital Used: _____
Driver Name: _____ PSV Badge: _____
Conductor Name: _____ Badge no: _____
In the vicinity of: pedestrian crossing/traffic lights/passenger queue/stopping place/mini roundabout/other road junction/bus lane
Police Station Jurisdiction: _____ Did Police Witness Incident?: _____ FIR NO if applicable _____
Details of Other Witnesses: _____ contact no. if available _____



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

Annexure G

TICKETING AND TICKETING EQUIPMENT

1. Introduction

IM is planning to implement an Automatic Fare Collection System (AFCS) on all stage carriage buses in Delhi. In the proposed AFCS, commuters will use Contactless Smart Cards for payment of fare in buses. In addition, for non-Smart Card holder passengers, there will be other ticketing options, which may include Electronic Ticketing Machines (ETMs). IM shall select an agency (ies) to supply, install, maintain and operate the AFCS System ("Service Provider for AFC System"). After selection of AFCS Provider, detailed guidelines and operating procedures will be formulated with respect to AFCS and intimated to the Concessionaire.

IM shall arrange to supply the Concessionaire with the ticketing equipment which may include the following, for the use by the Concessionaire in operating the services ("Ticketing Equipment"). IM shall determine the quantities of each item of equipment that will be supplied from time to time.

Item	Main Function
Electronic Ticket Machine (ETM)	For issuing tickets against cash
ETM Charger	For charging the ETM on bus
Smart Card Validator (SCV)	Required to validate Smart Cards on bus.
Drivers Module	For collecting the transaction data and transferring fare table and configuration data
Depot Computer (with Printer and UPS)	To store and transmit data between the equipment on the buses and the central system.
Communication Module	For transfer of data between buses and Depot computer
Smart Card	Contactless Smart Card

2. Ticketing Equipment and Emergency Ticket Packs

2.1. IM or its nominated service provider shall supply to the Concessionaire such Ticketing Equipment and Emergency Ticket Packs in such volumes and of such type as IM in its reasonable opinion considers necessary for the Concessionaire to operate the services. The Ticketing Equipment and Emergency Ticket Packs shall remain the



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Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- property of IM and the Concessionaire shall not in any way act or refrain from acting in any way which may impair or affect IM' or its nominated service provider (as the case may be) access to such Ticketing Equipment and/or Emergency Ticket Packs.
- 2.2. The type of Ticketing Equipment and/or Emergency Ticket Packs supplied pursuant to Para 2.1 may change from time to time and the Concessionaire shall co-operate fully with IM and its nominated service provider in respect of the introduction of any new types of Ticketing Equipment and/or Emergency Ticket Packs.
 - 2.3. IM shall arrange to install the Ticketing Equipment in buses and issue, or arrange for the issue of other Ticketing Equipment and Emergency Ticket Packs at a location named by the Concessionaire.
 - 2.4. The Concessionaire shall not without the prior written consent of IM use the Ticketing Equipment or the Emergency Ticket Packs for any purposes other than for the provision of bus passenger transport services on behalf of and under contract to IM.
 - 2.5. The Concessionaire shall not without the prior written consent of IM use other types of ticket issuing and/or pass recording equipment for the purposes of operating the services or for any purposes associated therewith.
 - 2.6. The Concessionaire shall, in no case, remove or tamper with the Ticketing Equipment installed on buses and Depots.
 - 2.7. Except as otherwise specifically authorized, all installation, removal and maintenance of the Ticketing Equipment shall be undertaken by IM or its service provider and subject to provision of Para 2.17 shall be undertaken at IM's expense. The Concessionaire shall permit IM or its nominated service provider, access to the Concessionaire's vehicles at all reasonable times for the purposes of installation or removal of Ticketing Equipment and for the purposes of servicing, maintenance or repair of Ticketing Equipment.
 - 2.8. The Concessionaire shall permit IM or its nominated service provider to do such works as are necessary to carry out the installation on or removal of Ticketing Equipment from the Concessionaire's vehicles. IM shall ensure that all such works shall be done with reasonable skill and care.
 - 2.9. The Concessionaire shall ensure that Ticketing Equipment is made available to IM or its nominated service provider for the purposes of servicing, maintenance or repair as and when required by IM or requested by the Concessionaire.
 - 2.10. All vehicles used in the operation of the services shall be fitted with the Ticketing Equipment provided pursuant to Para 2.1.
 - 2.11. In case, the Concessionaire intends to withdraw any vehicle from the operation, the Concessionaire shall apply to IM, a minimum of 1 (one) week prior to the date of withdrawal, for removal of any Ticketing Equipment from such vehicle.
 - 2.12. The Concessionaire shall be responsible for the safe-keeping of the Ticketing Equipment and Emergency Ticket Packs unless they are in the possession of IM or its



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

nominated service provider (not being the Concessionaire) and any costs incurred or revenue potentially lost as a result of loss or misuse of the Ticketing Equipment and/or Emergency Ticket Packs shall be paid to IM by the Concessionaire.

- 2.13. The Concessionaire shall operate the Ticketing Equipment and take such steps as are necessary to keep it in good working order in accordance with instructions and procedures issued by IM or its nominated service provider to the Concessionaire from time to time.
- 2.14. The Concessionaire shall make use of the Emergency Ticket Packs in accordance with the provisions of Para 6.0.
- 2.15. In case any Ticketing Equipment which is lost or damaged by reason of the Concessionaire, its employees, contractors or agents:
- 2.15.1. carrying out any modification, adjustment, repair or maintenance of the Ticketing Equipment without the prior written consent of IM;
 - 2.15.2. tampering or interfering with or applying any attachments to the Ticketing Equipment which have not been authorised by IM;
 - 2.15.3. failing to install the parts of the Ticketing Equipment for which it has responsibility for installation in a proper and careful manner;
 - 2.15.4. failing to look after or to keep the Ticketing Equipment securely;
 - 2.15.5. failing to use the ticket rolls and/or other material supplied by IM, in the manner prescribed by IM from time to time;
 - 2.15.6. subjecting the Ticketing Equipment to unusual physical or electrical stress; or
 - 2.15.7. failing to exercise due skill and care in handling the Ticketing Equipment or neglecting or misusing the Ticketing Equipment

The same shall be repaired or replaced at the expense of the Concessionaire or, if IM requires, the Concessionaire shall pay to IM a sum equal to the full replacement value of such Ticketing Equipment.

- 2.16. Upon expiry or termination of the Concession Agreement, the Concessionaire shall immediately return all Ticketing Equipment and Emergency Ticket Packs supplied hereunder to IM. If the Concessionaire fails to return the Ticketing Equipment and/or Emergency Ticket Packs, IM or its nominated service provider shall have the right to enter the Concessionaire's premises and vehicles to recover the same. The Concessionaire shall pay to IM a sum equal to the full replacement value of any such Ticketing Equipment not returned to or recovered by IM and, in the case of Emergency Ticket Packs a sum equal to the total value of the contents of the same as if the Emergency Ticket Pack had not been opened and no tickets issued from it in respect of any Emergency Ticket Pack not returned to or recovered by IM.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

3. Ticket Rolls and Other Material

- 3.1. IM or its nominated service provider shall supply to the Concessionaire ticket rolls and other material (viz. consumables, spares), as may be required to operate/use Ticketing Equipment, in such volumes and of such type and at such frequencies as IM in its reasonable opinion considers necessary for the Concessionaire to operate the services.
- 3.2. The Concessionaire shall not without the prior written consent of IM use the ticket rolls and/or other material supplied pursuant to Para 3.1 for any purposes other than for the provision of the services.
- 3.3. The Concessionaire shall not use the ticket rolls and/or other material other than those provided by IM or its nominated service provider for the purposes of operating the services.
- 3.4. The Concessionaire shall be responsible for the safekeeping of the ticket rolls and other material unless they are in the possession of IM or its nominated service provider (not being the Concessionaire) and any costs incurred as a result of loss or misuse of the ticket rolls or other material shall be paid to IM by the Concessionaire.
- 3.5. Upon expiry or termination of the Concession Agreement the Concessionaire shall immediately return all unused ticket rolls and other material supplied hereunder to IM. If the Concessionaire fails to return the ticket rolls and/or other material, IM shall have the right to enter the Concessionaire's premises to recover the same. The Concessionaire shall pay to IM a sum equal to the full replacement value of any such ticket rolls and/or other material not returned to or recovered by IM.

4. Information and Data From Ticketing Equipment

- 4.1. The Concessionaire shall provide and make available to IM or its nominated service provider all passenger journeys, revenue receipts, ticket issued and other data in agreed electronic formats.
- 4.2. The Concessionaire shall provide to IM any such information in respect of passenger journey, revenue receipts and ticket issue as IM may reasonably require from time to time.
- 4.3. IM shall have the rights to audit revenue data and the rights associated therewith.

5. Rights of Access to and Audit of Revenue Data

- 5.1. The Concessionaire shall maintain systems which accurately record and control the Concessionaire's handling of fares revenue and payment of the same to IM, Ticketing Equipment, Emergency Ticket Packs and any other equipment or items provided by IM or its nominated service provider to the Concessionaire for the provision of the services as follows:

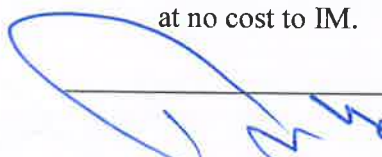



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- 5.1.1. the Concessionaire's allocation of Ticketing Equipment and Emergency Ticket Packs to vehicles and/or staff;
- 5.1.2. the location of Ticketing Equipment and Emergency Ticket Packs and other items provided by IM or its nominated service provider;
- 5.1.3. duties worked against receipts paid in by duty;
- 5.1.4. ticket sales information to cash paid in reports;
- 5.1.5. the Concessionaire's procedure for dealing with paying in irregularities (e.g., more or less cash being paid in that is being accounted for on the Ticketing Equipment); and
- 5.1.6. the Concessionaire's procedure for ensuring that all on-bus fares revenue collected on the services is paid to IM

and shall undertake regular checks of these systems in order to test their effectiveness and put in place such measures as are necessary to eliminate any shortfalls in these areas.

- 5.2. The Concessionaire shall provide to IM details, as required, (including full documentation) of the systems adopted in accordance with the requirements of Para 5.1 and any other data security procedures adopted by the Concessionaire to maintain accurate and reliable records of sales information. IM shall have the right to audit all such systems.
- 5.3. The Concessionaire shall at its own expense comply with any reasonable recommendations of IM in relation to amendment or implementation of procedures relating to the above.
- 5.4. The Concessionaire shall keep all records relating to revenue including a receipt for each duty operated or in the absence of this a ticket machine waybill for each duty operated for a minimum of 6 (six) months, all data from the Ticketing Equipment for a minimum of 12 (twelve) months, all accounting records for the period of 5 years, provided that if data, records or information shall fall into more than one of the aforementioned categories such data, records or information shall be kept for the longer period indicated.
- 5.5. IM shall have a right of access, on giving reasonable notice, to the Concessionaire's premises in order to exercise the rights of audit set out in Para 5.1 and 5.2 and in order to inspect fares revenue receipt information, Ticketing Equipment, Emergency Ticket Packs and any other equipment or item provided by IM or its nominated service provider to the Concessionaire and any other accounting records or supporting information kept by the Concessionaire relating to the provision of the services.
- 5.6. IM shall have the right to take copies of such records and information referred to in Para 5.1 as are necessary in connection with any audit carried out pursuant to Para 5.1 and 5.2. The Concessionaire shall allow copies to be taken on its copying equipment at no cost to IM.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

5.7. In the case of Ticketing Equipment, Emergency Ticket Packs and any other equipment or items provided by IM or its nominated service provider to the Concessionaire, IM reserves the right to instruct the Concessionaire to carry out its own audit of this equipment and items in such form as IM may reasonably request and provide the results of such audit to IM.

6. Fare Collection Arrangements and Ticket Checking

6.1. The Concessionaire shall ensure that its drivers and other staff as appropriate carry out and comply with the following procedures (as amended from time to time by IM).

6.2. Emergency Ticket Packs

6.2.1. The Concessionaire shall ensure that on commencement of duty the driver will have issued to him/her an Emergency Ticket Pack which bears a uniquely identifying serial number.

6.2.2. In the event of the ticket machine becoming inoperable during the duty the Emergency Ticket Pack will be opened and the tickets issued in lieu of tickets from the ticket machine. Each Emergency Ticket Pack ticket is individually numbered and denotes a value.

6.2.3. The Emergency Ticket Pack will contain a waybill which must be completed in full showing details of the tickets issued and at the end of the duty the Emergency Ticket Pack (complete with unused tickets) and the waybill shall be handed in by the driver at the Depot.

6.2.4. The Concessionaire shall check the completion of the waybill and shall return all part used Emergency Ticket Packs and the accompanying waybills to IM, or where notified to its contractors or agents each week.

6.2.5. The used Emergency Ticket Pack will be replaced by IM or where notified its contractor or agent with a uniquely serial numbered new Emergency Ticket Pack.

6.2.6. All monies collected or received by the Concessionaire as a result of the use of Emergency Ticket Packs shall be paid to IM by the Concessionaire.

7. Re-issued Tickets

7.1. Under no circumstances, whatsoever, used or withdrawn tickets may be re-issued. Drivers must not have used tickets in their possession at any time.

xxxx



Annexure I

LOST KILOMETERAGE CLASSIFICATION & CAUSES - DEDUCTIBLE AND NON-DEDUCTIBLE

1. Staff (Deductible)

- 1.1. In service kilometerage not operated due to staff causes may include (but is not limited to):
- 1.1.1. Insufficient staff to cover the service including shortage, sickness or absence, industrial action etc.
 - 1.1.2. Sickness on duty (part loss).
 - 1.1.3. Suspension of driver or conductor (without replacement).

2. Mechanical (Deductible)

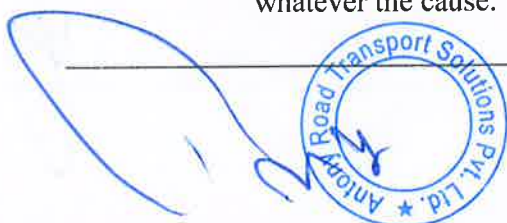
- 2.1. In service kilometerage not operated due to mechanical causes may include (but is not limited to):
- 2.1.1. Insufficient buses to cover the service.
 - 2.1.2. Non-serviceable bus.
 - 2.1.3. Breakdowns en-route.

3. Other Deductible

- 3.1. In service kilometerage not operated due to something over which the Concessionaire has an element of control but which is not covered by staff or mechanical causes may include (but is not limited to):
- 3.1.1. Staff error or unauthorised curtailments by staff.
 - 3.1.2. A bus blocked in the garage and unable to depart on time.
 - 3.1.3. A bus running out of fuel en-route.
 - 3.1.4. Where a bus in service has to be withdrawn due to a defective radio.
 - 3.1.5. Where the reason for the lost Kilometerage is unknown or is in doubt.

4. Traffic (Non-Deductible)

- 4.1. In service kilometerage not operated due to traffic causes may include (but is not limited to):
- 4.1.1. Curtailments or lost journeys arising from the effect of traffic congestion whatever the cause.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- 4.1.2. Losses arising from staff being late in reaching changeover points must not be included unless it can be shown that the staff left the garage on time and that the allowed running time from garage to changeover point is adequate under normal circumstances.
- 4.1.3. Losses arising from road traffic accidents involving the Concessionaire's vehicle.

5. Other Non-Deductible

- 5.1. In service kilometrage not operated due to something beyond the Concessionaire's reasonable control but which is not covered by traffic causes may include (but is not limited to):

5.1.1. Incidents

Any kilometrage losses resulting from incidents reportable to OCC (as defined in Incident Reporting).

Non-deductible losses apply only to the day the incident occurred and should not exceed the remainder of the duty in question unless exceptional circumstances are explained. For road traffic accidents or vandalism whilst in service it must be demonstrated that action was taken as quickly as possible to render the vehicle(s) fit for service Evidence must be readily available to show the number of vehicles affected, incident times, the extent of the damage, engineers action etc.

5.1.2. Disasters

Where a major occurrence requires a fundamental change to the planned operation, for example accidents or explosions.

Losses arising from traffic congestion caused by these events will be classified as non deductible.

5.1.3. Road Closed/Blocked

Where vehicles are 'turned back' or prevented from completing part of the route, for example security alerts, diversions, or roads blocked.

Losses arising from traffic congestion caused by these events should be classed as non deductible.

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Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

Annexure J

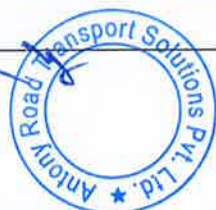
CATEGORY WISE LIST OF INFRACTION

Table 3.A : Category A Infraction

S. No.	Description of the infraction
	Safety
1	Damaged/Missing window safety guard rails
2	Loose electrical wiring/ tampering with electrical wiring harness
3	Missing, expired or unspecified medicines in the first aid box or kit
4	Lack of specified fire extinguishers, empty or partially empty fire extinguishers that are beyond the date of expiry, or do not specify the expiry date.
5	Defective, damaged, or an otherwise inoperative wheelchair ramp.
6	Damaged floor, steps, hatches, or hatch covers inside the bus
7	Missing, damaged, or loosely hanging rub rails, hand grab rails, and hand holds
8	Missing, broken, or loosely hanging, seat belts, or wheel chair anchorages
9	Missing, non operative, or blackened saloon lights, indicator lights, wiper system, wiper blades, prescribed horn and any indicating instruments (per item)
10	Fixing any additional lights, gadgets, guards, fixtures, etc. on the exterior of the bus in contravention to the Applicable Laws.
11	Fitment of radio, music system, or any other gadgets inside the bus in contravention to the Applicable Laws.
	Operations
12	Not stopping at authorized bus stops on the Route
13	Delaying operation of Stage Carriage Services without cause.
14	Parking vehicles in stations against permitted rules and regulations.
15	Driver smoking while on board the bus
16	Picking and dropping passengers at unauthorized bus stops
	Quality
17	To operate vehicle with visible dents that are more than 6" in depth.
18	Oil spillage on wheel rims, hubs, tyres, etc
19	Discoloration, peeling paint, or unpainted repair work inside the bus or on any of its items

Table 3.B : Category B Infraction

S. No.	Description of the infraction
	Safety
1	Running the bus with a lux level less than 70 in the saloon area
2	To operate with defective front, side and/or back brake lights
3	Section of handrail loose or with sharp edges

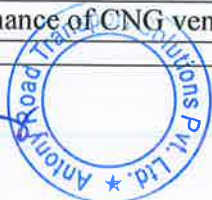


Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

S. No.	Description of the infraction
4	Inadequate operation of passenger access doors, either due to damage or incorrect operation which affects the boarding and alighting of passengers
5	Defective, emergency exits and hatches or damaged or bent bumpers
6	Not adhering to required staff training schedules and programs.
	Operations
7	Removal of catalytic convertor or running the bus without a working catalytic converter, or not replacing the catalytic converter when required
8	Not carrying a Passenger Complaint Book or a refusal to give the Passenger Complaint Book on demand to a passenger or a IM' representative
9	Parking Stage Carriage Buses in places other than those prescribed by IM
10	Deviating from the route of a service without the prior authorization or instruction of IM/ Police without due cause
11	Not assisting wheel-chair passengers and the mobility impaired in boarding/alighting/anchoring their wheel chair, or in accessing and egressing from the bus. Refusing to provide all necessary support to the mobility impaired.
12	Failed to provide uniform to drivers in terms of para 7 of Annexure B of this Schedule.
	Quality
13	Dirty vehicle, outside or inside, at the beginning of the journey
14	Damaged, broken, loosely fitted, or missing passenger seats
15	Display of incorrect passenger route information, inadequately lit or illegible display of passenger information at any of designated locations for displaying passenger information on the bus
16	Not complying with Pollution Control Norms and/ or allowing the vehicle to emit a high level of visible exhaust (smoke).
17	Display of slogans, posters on the bus without prior approval of IM.

Table 3.C : Category C Infraction

S. No.	Description of Infraction
	Safety
1	To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR
2	To drive with lights off in the saloon area and/or destination boards after lighting up time
3	Use of unauthorized electronic equipment by the driver while driving (Cell Phones, Walkman etc.)
4	Causing minor road accidents
5	Violation of any of the legal requirements related to registration, operation and maintenance of the buses
6	Fitment of an Air Pressure Horn
7	Driving the bus in a defective condition, running out of fuel en-route
8	Non-maintenance of CNG vent piping meant for allowing leaked gases to escape.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

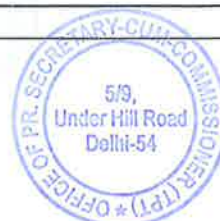
	Operations
9	Operating unauthorized trips such as trips which do not form part of the Schedule
10	Tampering On-board Equipment
11	Driver quarrelling with passenger(s) or road users or otherwise ill treating passengers or other road users.
12	Operational staff working beyond authorized working hours permitted under Applicable Laws.
13	Use of drivers without proper registration
	Quality
14	To use or modified colors and designs of the external paintwork of the vehicle outside the standards parameters as notified by Transport Department, GNCTD
15	To place advertising material not authorized by IM or to infringe regulations regarding advertising material in vehicles

Table 3.D : Category D Infraction

S. No.	Description of the infraction
	Safety
1	Damaged, or over worn tyres, poor quality retreading of tyres, poorly inflated tyres etc.
2	Causing Major road accidents.
	Miscellaneous - Contractual Compliances
3	Failure to deliver incident information on time, as required by IM as specified in the Concession Agreement
4	To refuse to accept the visits of IM inspectors or authorized representatives. To hide information or to provide partial or erroneous information.
5	To implement administrative and accounting practices which impair the reliability of the accounting and financial information which the Concessionaire is required to keep in accordance with this Agreement.
6	To transfer title of any Bus without prior written authorization of IM.
7	Failure to provide adequate information to IM/ Police/ DoT in relation to accident/s, injury to persons, damage to public / third party property
8	Employing staff who do not meet Permit Conditions
9	Misinformation or an attempt to hide anti-social incidents on the bus or accidents en-route
10	Driver carrying weapons/arms of any kind on board the bus/ on person while on duty
11	To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR

Table 3.E : Category E Infractions

S. No.	Description of the infraction
1	Over speeding, rash driving (driving bus beyond prescribed speed limit as notified from time to time)



Transport Department, GNCTD & Antony Road Transport Solution Private Limited Operation of Private Stage Carriage Services in Delhi	Concession Agreement for Cluster No. 13
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2	Driving drunk on duty or driving the bus while in a drunken state
3	Tampering of speed governors
4	Jumping red lights, stopping the bus beyond the stop line at traffic signals

Category F Infractions

Table 3.F: Details of Infractions, which shall be measured on the basis of random sample checks conducted by IM' authorized officials.

S. No.	Description of the infraction
1F	Driver not wearing prescribed dress, badges, shoes, etc
2F	Dirty vehicle, outside or inside at the beginning of the journey.
3F	Not carrying a valid driving license, identity card or driving authorization, etc.
4F	Not carrying the correct vehicle registration certificate, vehicle insurance, PUC, any other prescribed document, etc
5F	Broken side, front or back window, glasses or wind screen glasses
6F	Defective, damaged electronic PIS

The deductions and the incentives for the above performance standards will be as per the following:

Average Score per bus	Incentive / Deduction for the fleet
Less than 1	Incentive of Rs. 500 X No. of total buses in the cluster
1 or more, less than 2	Incentive of Rs. 100 X No. of total buses in the cluster
2 or more, less than 4	Penalty of Rs. 200 X No. of total buses in the cluster
4 or more	Penalty of Rs. 500 X No. of total buses in the cluster

Checking Modalities:

The performance of the Concessionaire shall be evaluated on monthly basis, at the discretion of IM. In order to measure the performance of the Concessionaire on the above parameters, sample checks shall be conducted by IM' authorized officials on a random basis. At least one random check shall be carried during the month. However IM reserves the right to conduct, more than one check during any given month, in which case the average of all checks conducted during the month shall be considered. In case, due to any reason, no check is carried out during a month, no incentive or deduction shall be applicable.

Each bus that is checked shall be assigned a score on a scale from 0 to 6 (0 being Very Good and 6 being Very Poor) based on infractions observed during the checks. The average score shall be computed for all the buses checked during the fortnight. The incentive and deduction for the fleet shall be computed and applied during the fortnight, as per the applicable slab.

Example:



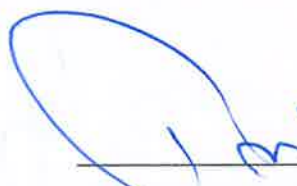
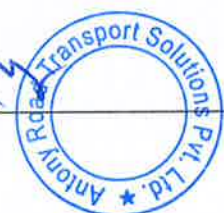
Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

A Concessionaire holds a fleet of 80 buses. Every fortnight, 8 buses shall be checked on random basis for infractions mentioned in Table 3F. Each bus will be ranked for each infraction on a scale from 0 to 6. Let the score obtained by each bus for various infractions are the following:

	Bus 1	Bus 2	Bus 3	Bus 4	Bus 5	Bus 6	Bus 7	Bus 8
Infraction 1F	0	1	0	1	1	0	1	0
Infraction 2F	0	1	0	1	1	0	1	0
Infraction 3F	0	0	0	1	1	0	1	0
Infraction 4F	1	0	0	1	1	0	0	1
Infraction 5F	1	1	0	1	1	0	0	1
Infraction 6F	0	0	0	0	1	1	1	0
Total	2	3	0	5	6	1	4	2

The total score for all the buses checked is 23. The average score per bus is 23 divided by 8 (No. of buses checked) i.e. 2.9. The deduction applicable for the month shall be 200 multiplied by the total number of buses in the fleet i.e. 80, which works out to Rs. 16,000.

XXXX



SUBSTITUTION AGREEMENT

SCHEDULE 4

THIS SUBSTITUTION AGREEMENT is entered into on this the _____ day of _____ 201__ at _____.

AMONGST

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

_____ a company incorporated under the provisions of the Companies Act, 2013/ a Scheduled Caste/Scheduled Tribe Co-operative Society registered under the Delhi Co-operative Societies Act, 2003 and having its registered office at ****, (hereinafter referred to as the “Concessionaire” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes) of the Second Part; and

_____ [name and particulars of Lenders’ Representative] and having its registered office at _____, acting for and on behalf of the Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the “Lenders’ Representative”, which expression shall unless repugnant to the context or meaning thereof include its successors and trustees for the time being) of the Third Part;

WHEREAS:

- (A) DoT has entered into a Concession Agreement dated _____ with the Concessionaire (the “Concession Agreement”) for operation of Stage Carriage Services in Delhi for Cluster No. ____ (specify Cluster No.).
- (B) The Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Documents.
- (C) The Lenders have requested DoT to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the rights of the Concessionaire under the Concession Agreement to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.








Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- (D) In order to enable implementation of the Project including its financing, procurement, construction, operation and maintenance, DoT has agreed and undertaken to transfer and assign the rights of the Concessionaire under the Concession Agreement to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.
- (E) With a view to facilitate financing of the Project by the Concessionaire, and in pursuance of Clause 11.7 of the Concession Agreement, DoT and the Concessionaire have agreed to enter into Substitution Agreement being these presents with the Lenders representatives.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Substitution Agreement, the following words and expressions shall have the meaning hereinafter respectively assigned to them:

“Agreement” means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement.

“Financial Default” means occurrence of a material breach of the terms and conditions of the Financing Documents or a continuous default in Debt Service by the Concessionaire for a minimum period of ____ ().

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

“Lenders’ Representative” means the person referred to as the Lenders’ Representative in the foregoing Recitals.

“Nominated Company” means a company, incorporated under the provisions of the Companies Act, 1956/ a Scheduled Caste/Scheduled Tribe Co-operative Society registered under the Delhi Co-operative Societies Act, 2003, selected by the Lenders’ Representative, on behalf of Lenders, and proposed to the DoT for assignment/transfer of the rights of the Concessionaire under the Concession Agreement as provided in this Agreement.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

“Notice of Financial Default” shall have the meaning ascribed thereto in Clause 3.2.1.

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders’ Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders’ Representative, acting for and on behalf of Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2 and 1.3 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Concessionaire hereby assigns the rights, title and interest of the Concessionaire under the Concession Agreement to, and in favour of, the Lenders’ Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Lenders under the Financing Documents.

3 SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders’ Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.1.2 The DoT hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders’ Representative in accordance with this Agreement.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

3.1.3 Notwithstanding anything contained under sub-clause 3.1.2 above, the DoT shall have the paramount right to reject the Nominated Company selected by the Lenders' Representative without assigning any reasons thereof.

3.2 Substitution upon occurrence of Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the "Notice of Financial Default") along with particulars thereof, and send a copy to DoT for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.

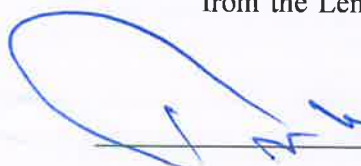

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Concessionaire shall have the right to cure such Financial Default, to the satisfaction of the Lenders' Representative, within a period of _____ () days from the date of receipt of Notice of Financial Default (hereinafter referred to as "the Cure Period"), failing which the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Documents, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3 At any time after the expiry of the Cure Period, the Lenders' Representative may request DoT to terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the DoT may extend the aforesaid Cure Period by a period not exceeding _____ () days.

3.3 Substitution upon occurrence of Concessionaire's Event of Default

3.3.1 Upon occurrence of a Concessionaire's Event of Default, the DoT shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant Fifteen (15) days time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

3.3.2 In the event that the Lenders' Representative makes a representation to DoT within the period of Fifteen (15) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of one hundred and eighty (180) days from the date of such representation, and DoT shall withhold Termination for the aforesaid period of one hundred and eighty (180) days; provided that upon written request from the Lenders' Representative and the Concessionaire, DoT shall extend the




Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

aforsaid period of one hundred and eighty (180) days by a period not exceeding ninety (90) days.

3.4 Procedure for substitution

- 3.4.1 DoT and the Concessionaire hereby agree that on or after the date of expiry of Cure Period or the date of representation to the DoT under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Lenders, invite, negotiate and procure offers, either by public auction or tenders for the implementation of the Project to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards operation of the Stage Carriage Services under the Concession Agreement and towards the Lenders under the Financing Documents.
- 3.4.2 The Nominated Company shall, in any event whatsoever, in order to be eligible for substitution in place of the Concessionaire, be required to fulfil the eligibility criteria that were laid down by DoT in RFQ and/or RFP Document for short listing the bidders for award of the Project; provided that the Lenders' Representative may represent to the DoT that all or any of such criteria may be waived in the interest of the Project, and if the DoT determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.
- 3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request DoT to:
- (a) accede to the request to transfer to the Nominated Company the right to implement the Project in accordance with the provisions of the Concession Agreement;
 - (b) endorse and transfer the rights of the Concessionaire, under the Concession Agreement, to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and
 - (c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in the Concession Agreement.
- 3.4.4 If DoT has any objection to the transfer of the rights of the Concessionaire under the Concession Agreement in favour of the Nominated Company in accordance with this Agreement, it shall within Thirty (30) days from the date of request made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative.

Provided that in the event of such objection by DoT, the Lenders' Representative may propose another Nominated Company whereupon



the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.5 Selection to be binding

The decision of the Lenders' Representative and DoT in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Lenders or the DoT taken pursuant to this Agreement including the transfer/assignment of the rights of the Concessionaire under the Concession Agreement in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Tribunal and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain DoT or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each agreement entered into with supplier, Vendors, service provider, contractor for the Project contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5 TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after the expiry of the Cure Period, the Lenders' Representative may by a notice in writing require DoT to terminate the Concession Agreement forthwith, and upon receipt of such notice, DoT shall undertake Termination under and in accordance with the provisions of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to DoT is selected and recommended by the Lenders' Representative within the period of one hundred and eighty (180) days or any extension thereof as set forth in Clause 3.3.2, DoT may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of Debt Due



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

DoT and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

- 6.1 This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:
- Termination of the Concession Agreement; or
 - no sum is outstanding to the Lenders under the Financing Documents.

7 INDEMNITY

7.1 General indemnity

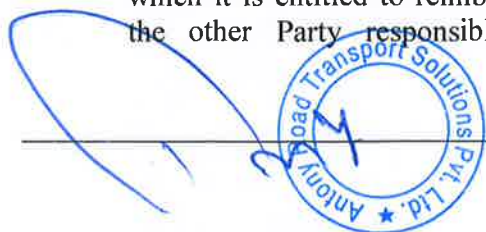
7.1.1 The Concessionaire will indemnify, defend and hold DoT and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

7.1.2 DoT will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of DoT to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by DoT, its officers, and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the



“Indemnifying Party”) within Fifteen (15) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution: Arbitration

(a) Procedure

Any Dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within thirty (30) days of receipt of such intimation the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

(b) Place of Arbitration

The place of arbitration shall be at Delhi but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere in India.

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings. The Award shall be a speaking order.

(d) Performance during Arbitration

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

(e) Costs

Each of the Parties to this Agreement shall bear their own respective costs for and during the Arbitration and shall not raise any claim in respect thereof as against the other Party.



9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Delhi alone shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The DoT unconditionally and irrevocably:

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

9.3 Priority of agreements

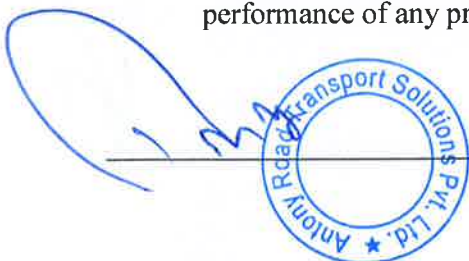
In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

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

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties to the agreement and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of Three (3) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.






9.9 Successors and assigns

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

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document



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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
DELIVERED

For and on behalf of
Concessionaire by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND

For and on behalf of DoT
by:

(Signature)
(Name)
(Designation)
(Address)




Transport Department, GNCTD & Antony Road Transport Solution Private Limited Operation of Private Stage Carriage Services in Delhi	Concession Agreement for Cluster No. 13
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(Fax)

(Fax)

SIGNED, SEALED AND DELIVERED
For and on behalf of
LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax)

In the presence of:

1. _____
2. _____

XXXX

PAYMENT OF CYF

SCHEDULE 5

1. Calculation of CYF

1.1 CYF Release

- (a) DIMTS on behalf of DoT and acting as the Integrated Mechanism for the Project shall release to the Concessionaire, the amount calculated according to the CYF for the Stage Carriage Services provided for the month under consideration ("Payment Month" or "PM").
- (b) For each Payment Month, CYF shall be based on the volume of services provided, subject to Performance Adjustment, services provided as Additional Services at STMR and any additional services used at LTMR ("Short Term and Long Term Marginal Services").

1.2 CYF Release Schedule

Payment shall be made on the following dates ("Payment Date/s"), based on the invoice raised by the Concessionaire, at least 5 days prior to the Payment Date:

Sr. No.	Payment Date	Amount of CYF
1	15 th day of PM	30% of estimated Payment for PM
2	30 th or 31 st day of PM	30% of estimated Payment for PM
3	Before 10 th day of month succeeding PM	100% of Payment for PM subject to : (i) Minus Performance Adjustment, (ii) Plus Payment at STMR and LTMR for services provided in PM, and (iii) Minus Payment Already made at Sr. No. 1 and 2

Note:

- i.) However, in case where it is found that the Concessionaire is unlikely to meet Performance Standards, IM has the right to withhold payment set out at Sr. No. 1 and 2 above. In such case entire payment shall be made on the Payment Date set out at Sr. No. 3 above.
- ii.) In addition, Goods and Services Tax (GST) and any applicable surcharges or cess on it, if any shall be paid.
- iii.) In case 15th day of PM or 30th /31st day of PM is a bank holiday/ Gazetted holiday in the government, the payment will be released next day.
- iv.) Along with the invoice the Concessionaire shall submit the duly filled up Compliance Format in terms of Annexure K of Schedule 3.



- v.) The final payment will be released within 10 days from date of receipt of Invoice with compliances.
vi.) No interest will be payable on account of delay in release of payment.

1.2.1

- (a) Payment for PM for Year 1 is CYOF / 12 and for succeeding years, Payment for PM shall be CYF/12.
(b) Performance Adjustments shall be made at payment set out at Sr. No. 3 of Para 1.2 of Schedule 5.
(c) Adjustment for CNG shall be made at payment set out at Sr. No. 3 of Para 1.2 of Schedule 5.
(d) Adjustment based on CPI shall be made only twice a year i.e. based on March 31 and September 30 CPI values. No adjustment for change in CPI in the intervening period shall be payable.

Note: All the following calculations will be calculated based upon **Annexure 1** of this Schedule

1.3 Fee Calculation

Payment for PM =

Consolidated Year One Fare (CYOF) for each Component divided by 12 (i.e., no of months) = X

Minus

Performance Adjustment (Performance Deduction – Performance Incentive) = Y

Plus

Payment at STMR and LTMR for services provided in PM = Z

Note: In case of leap year, February 29 payment shall be treated as part of the month and no additional payment shall be made.

2.0 Payment for PM

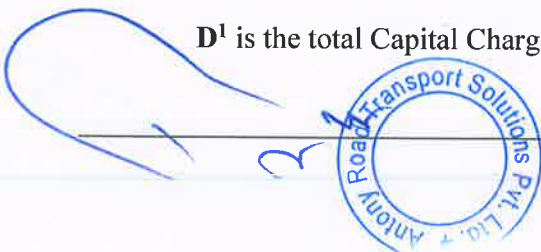
2.1 CYF based on Component, per month = X

$$X = F_m^1 = \sum D^1 + G^1 + K^1$$

Where,

F_m^1 is the CYF per month payable for PM

D^1 is the total Capital Charges per month payable for PM



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

G^1 is the total Consumables Charges per month payable for PM

K^1 is the total Manpower and Overheads Charges per month payable for PM

2.1.1 Calculation of Capital Charges: D^1

$$D^1 = \left[\frac{D}{12} \times \frac{A^1}{A} \right]$$

Where,

D is the total Capital Charges

A is the total number of buses

A^1 is the actual number of buses for PM

2.1.2 Calculation of Consumables Charges: G^1

$$G^1 = \left[\frac{G}{12} \times \frac{E^1}{E} \right] + [I_G^1 + I_O^1]$$

Where,

G is the total Consumables Charges

E is the scheduled total number of service kilometer

E^1 is the actual total number of service kilometers operated for PM

I_G^1 is the CNG Cost Adjustment (Refer 2.1.4)

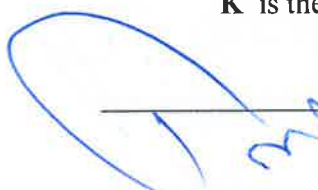
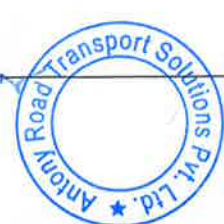
I_O^1 is the Other Consumables Inputs Cost Adjustment (Refer 2.1.5)

2.1.3 Calculation of Manpower and Overhead Charges: K^1

$$K^1 = \left[\frac{K}{12} \times \frac{H^1}{H} \right] + I_m^1$$

Where,

K is the total Manpower and Overheads Charges




H is the scheduled total number of service hours

H¹ is the actual number of service hours operated for PM

I_m¹ is the Manpower Cost Adjustment (Refer 2.1.6)

2.1.4 Calculation of CNG Input Cost Adjustment: **I_G¹**

$$I_G^1 = \left[\frac{G}{12} \times \frac{E^1}{E} \right] \times 0.70 \times \left[\frac{(G_d - G_b)}{G_b} \right]$$

Where,

G_d is CNG input cost (expressed as Rupees per Kg) as on the date on which CNG prices are revised in Delhi

G_b is CNG input cost (expressed as Rupees per Kg) as on November 21, 2017 in Delhi is Rs. 39.71 per Kg

0.7 Weight of CNG cost in Consumables Charge

2.1.5 Calculation of Other Consumables Inputs Cost Adjustment: **I_O¹**

$$I_o^1 = \left[\frac{G}{12} \times \frac{E^1}{E} \right] \times 0.30 \times \left[\frac{(CPI_n - CPI_b)}{CPI_b} \right] \times 1.5$$

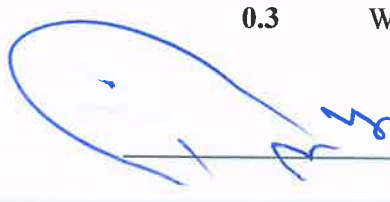
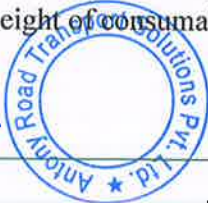

Where,

CPI stands for index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI-IW) in Delhi. Source to be used: Data available at website www.labourbureau.nic.in with one month time lag.

CPI_n is the index value of CPI-IW. For PMs April to September, index value issued for immediately preceding March 31 shall be used and for PMs October to March, index value issued for immediately preceding September 30 shall be used.

CPI_b = 263 is the base index value of CPI-IW equal to 263 as on September 30, 2017.

0.3 Weight of consumables other than CNG cost in Consumables Charge

Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

2.1.6 Calculation of Manpower Cost Adjustment: I_m^1

$$I_m^1 = \left[\frac{K}{12} \times \frac{H^1}{H} \right] \times \left[\left[\frac{CPI_n - CPI_b}{CPI_b} \right] \times 0.30 + \left[\frac{MW_n - MW_b}{MW_b} \right] \times 0.70 \right]$$

MW_b - Minimum Wages as on 31st October, 2017 for skilled category (applicable for drivers) as notified by the Labour Department, GNCTD.

MW_n - Minimum Wages for skilled category (applicable for drivers) as notified by the Labour Department, GNCTD.

For PMs of April to September, minimum wages notified in April of same financial year will be used and for PMs of October to March, minimum wages notified in October of same financial year will be used

2.2 Performance Adjustment = Y

Performance Adjustment for PM = Y =

$$(Performance Deduction for PM Minus Performance Incentive for PM) \times \left(1 + \left[\frac{CPI_n - CPI_b}{CPI_b} \right] \right)$$

2.3 Short Term and Long Term Marginal Services

Payment at STMR for Additional Services Plus Payment at LTMR for changes in UTT = Z

Payment at STMR for Additional Services : Based on STMR set out in Annexure 1, suitably adjusted as explained in Para 2.1

Payment at LTMR for changes in UTT : Based on LTMR set out in Annexure 1, suitably adjusted as explained in Para 2.1



Transport Department, GNCTD & Antony Road Transport Solution Private Limited Operation of Private Stage Carriage Services in Delhi	Concession Agreement for Cluster No. 13
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CYOF

**Annexure 1 to
SCHEDULE 5**

Description	Rupees (in Figures)	Rupees (in Words)
CYOF#	1,41,97,00,249.80	Rupee One Hundred and Forty One Crore Ninety Seven Lakh Two Hundred and Forty Nine and Paise Eighty Only

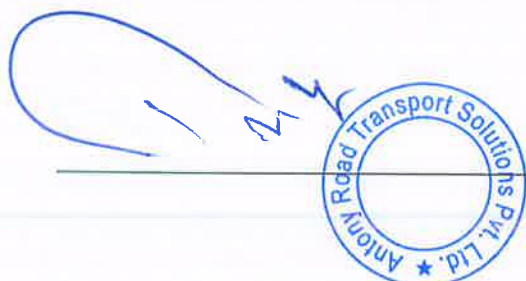
excluding applicable GST (if any)

A. BREAK-UP OF PRICE FOR CYOF

Sr. No	Description	Total per year (Rs. / year)
1	CYOF Non-AC Services	1,41,97,00,249.80
2	CYOF (1)	1,41,97,00,249.80

A. BREAK-UP PRICE FOR NON-AC SERVICES

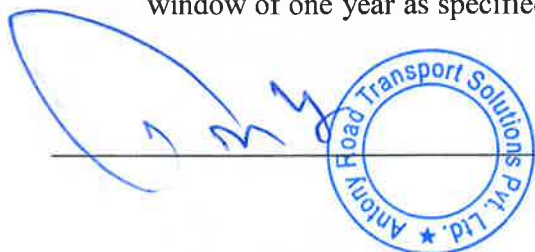
Sr. No.	Description	Quantity (No. of buses)	Rs./ bus	Total per year (Rs. / year)
		A	B	D = A * B
SF ₁	Capital Charge	350	12,98,011.66	45,43,04,079.9
Sr. No.	Description	Quantity (Total No. of Service Kms per year)	Rs. / Service Km	Total per year
		E	F	G = E * F
SF ₂	Consumables Charge	2,65,86,147	22.43	59,62,74,104.9
Sr. No.	Description	Quantity (Total No. of Service Hours per Year)	Rs. / Service Hour	Total per year
		H	J	K = H * J
SF ₃	Manpower and Overheads Charge	16,83,789	219.22	36,91,22,064.9
Total – SF Non-AC = SF₁ + SF₂ + SF₃ = CYOF Non-AC Services				1,41,97,00,249.80



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

Note:

- (a) The service kms and service hours per year include the time and distance for Idle run, which shall be payable at the same rate. Refer Trip and Idle Run definition in Concession Agreement.
- (b) The Concessionaire may be directed by IM/DoT to operate additional Stage Carriages from reserve fleet depending upon operational exigency. In the said event to operate additional Stage Carriages, the applicable rates will be same which are applicable for Basic Services in terms of CYF payment.
- (c) **“Actual Service Hours”** means trip-wise scheduled service hours as per duty memo issued by IM for any operated trip. In case a trip is missed due to reasons viz. non-deployment of conductor, traffic jam in the previously operated trip(s) or for reasons beyond the control of Concessionaire, the schedule service hours of missed trip(s) shall be treated as actual service hours
- (d) **“Un-utilised Component of CYF (Capital Charges)”** means capital charges payable for the cumulative number of bus days in a year as per UTT on 100% scheduled fleet on working days and 88% scheduled fleet of Sundays/ Holidays on date of COD as per this schedule minus short out shedding of buses by the the concessionaire over the same time period on account of reasons covered under deductible category, excluding capital charges paid/ payable for the cumulative number of bus days by IM for the same time period.
- (e) **“Un-utilised Component of CYF (Manpower and Overhead Charges)”** means manpower and overhead charges payable for the cumulative number of service hours in a year as per this Schedule or the cumulative number of service hours offered for operation over the same time period, whichever is less, minus service hours paid/ payable for the cumulative number of service hours as per this Schedule given by IM for the same time period.
Payment for CYF (Manpower and Overhead Charges) on excess service hours- It will be calculated on 80% of applicable rates in terms of this Schedule.
- (f) After completion of five years from the date of registration of each Stage Carriage, the Capital Charges will be payable subject to meeting the requirements in terms of Clause 7.2.3 (hh) of Concession Agreement. The Capital Charges shall be withheld till submission of Certificate of Refurbishment issued by vehicle manufacturer or his authorised network. Further, the withheld Capital Charges shall be released by IM/DoT to the Concessionaire for respective Stage Carriages without any interest on submission of the Stage Carriage wise Certificate of Refurbishment issued by vehicle manufacturer or his authorised network as required to be submitted to IM/DOT within a window of one year as specified in Clause 7.2.3 (hh) of Concession Agreement. However, the said Capital Charges will be forfeited in case of delay in completion of Refurbishment work of each Stage Carriage beyond window of one year as specified in Clause 7.2.3 (hh) of Concession Agreement. In



III Long Term Marginal Rates

- (a) Long Terms Marginal Rates shall be calculated based on Capital Charge, Manpower and Overhead Charges and Consumables charges set out in the CYOF/CYF.
- (b) The DoT reserves the right to instruct the Concessionaire to add more Stage Carriages at LTMR up to 10% (ten percent) of the contracted number of buses before achievement of COD without any change in CYF rates or other terms and conditions. The addition to fleet, so made, shall be reflected through an amendment to this Concession Agreement. For LTMR, a period of three months shall be allowed to the Concessionaire for the induction of Stage Carriages from the date of this amendment to the Concession Agreement.

XXXX



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

IMPLEMENTATION PLAN

SCHEDULE 6

Sr. No.	Project Milestone	Elapsed Time from Appointed Date "End Date"
		<i>For Cluster No. 13</i>
1	Project Milestone No. 1 : Financial Closure	three (3) Months
2	Project Milestone No. 2: To achieve induction of at least 25% of total Stage Carriages in the respective Cluster as per the induction plan provided in table below.	Six (6) Months
3	Project Milestone No. 3 : "COD" Operations of 100% of Stage Carriages.	Nine (9) Months

Note:

- i. The plan for induction of buses could be varied based on the project requirements, request from Concessionaire by IM.
- ii. Total number of buses are exclusive of reserve fleet as indicated in the induction plan given below

XXXX




1

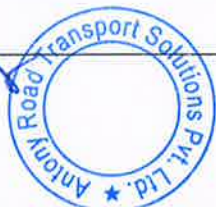
Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

Route wise monthly phasing of induction

Table 1: Route wise monthly phasing of induction

Cluster No. 13

Sr.No	Route No.	Total Buses	4th Month	5th Month	6th Month	7th Month	8th Month	9th Month
1	83	15					15	
2	539	18				18		
3	578	18				18		
4	701	4						4
5	703	20	20					
6	706	20		20				
7	708	8					8	
8	772	20		10	10			
9	773	2						2
10	783	4						4
11	790	2						2
12	792	2						2
13	793	15					15	
14	801	20			20			
15	806	3						3
16	818	2						2
17	819	4						4
18	821	3						3
19	822	18				18		
20	824	4						4
21	825	4						4
22	826	3						3
23	827	16				8	8	
24	828	2						2
25	829	2						2
26	834	3						3
27	835	12					12	
28	836	7						7
29	844	4						4
30	845	2						2
31	848	16					16	



Transport Department, GNCTD	Request for Qualification and Proposal Document Cluster No. _____
Operation of Private Stage Carriage Services in Delhi	

PERFORMANCE SECURITY

SCHEDULE 7

(Proforma of Bank Guarantee)¹

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (*Name of the Bank*) having its Head/Registered office at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Transport Department, Government of National Capital Territory of Delhi, represented by Secretary Transport and having its main office at 5/9, Under Hill Road, Delhi – 110 054, hereinafter referred to as “Transport Department, GNCTD”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Concession Agreement entered into between Transport Department, GNCTD and _____², a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at _____ (“the Concessionaire”). The Concessionaire has been granted the Concession to implement the Project envisaging Operation of Private Stage Carriage Services in Delhi for Cluster No. _____ (*type appropriate Cluster No.*) under Concession Agreement for a period of 10 years (hereinafter referred to as “the Project”).
- B. In terms of Clause 9.1 of the Concession Agreement, the Concessionaire is required to furnish to Transport Department, GNCTD, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ (Rupees _____ only) as security for due and punctual performance/discharge of its obligations under the Concession Agreement, relating to Project by the Concessionaire.
- C. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS :

- 1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.
- 2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ (hereinafter called “the Concessionaire”) of all its obligations relating to the Project and in connection with achieving COD by the Concessionaire in accordance with the Concession Agreement.

¹ To be issued by a nationalized bank or scheduled bank authorized by RBI to undertake government transaction in India

² In case of Consortium both members would be included as Parties to the Agreement and collectively referred to as ‘the Concessionaire/Consortium’ as the context may require.



Transport Department, GNCTD	Request for Qualification and Proposal Document Cluster No. _____
Operation of Private Stage Carriage Services in Delhi	

3. The Guarantor shall, without demur, pay to Transport Department, GNCTD sums not exceeding in aggregate Rs. _____ (Rupees _____ only), within _____ calender days of receipt of a written demand therefore from Transport Department, GNCTD stating that the Concessionaire has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by Transport Department, GNCTD and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. In order to give effect to this Guarantee, Transport Department, GNCTD shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/ delayed exercise of any of its rights by Transport Department, GNCTD or any indulgence shown by Transport Department, GNCTD to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by Transport Department, GNCTD or any indulgence shown by Transport Department, GNCTD, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____³ unless discharged/ released earlier by Transport Department, GNCTD in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. _____.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by _____ Bank
by the hand of Shri _____
its _____ and authorised official.

Note: A similar Performance Security with suitable changes mutatis mutandis shall be furnished during operation periods in terms of Clause 9.7.

³ 18 months from the date of signing the Concession Agreement

Draft Concession Agreement

Page 176





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL98341158294398Q
Certificate Issued Date : 31-Oct-2018 04:26 PM
Account Reference : IMPACC (IV)/ dl777203/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL77720301966920811723Q
Purchased by : HDFC BANK LIMITED
Description of Document : Article Bank Guarantee
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : HDFC BANK LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : HDFC BANK LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

THIS NON-JUDICIAL STAMP PAPER FORMS PART AND PARCEL OF

BANK GUARANTEE NO 240610213304009 DATED 02-NOV-18

HDFC BANK LIMITED

Abhilekh Sachan

ABHILEKH SACHAN
Senior Manager
B23744



1/3

Neelam Rajput
NEELAM RAJPUT
Asst. Vice President
B6598

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy of the users of the certificate in case of any discrepancy please inform the Competent Authority.

176 (A)

OUR GTEE REF NO. : 240GT02183060009

BG AMOUNT : Rs. 14,19,70,025/- (Rupees Fourteen Crore Nineteen Lakh Seventy Thousand Twenty Five Only)

ISSUE DATE : 02-NOV-2018

EXPIRY DATE : 31-MAY-2020

CLAIM DATE : 31-MAY-2020

To,
The Commissioner (Transport)
The Government of National Capital Territory of Delhi,
Transport Department. GNCTD,
Commissioner of Transport.
5/9. Under Hill Road, Delhi-110054

B.G. No. : 240GT02183060009

Bank Guarantee Amount : Rs. 14,19,70,025/- (Rupees Fourteen Crore Nineteen Lakh Seventy Thousand Twenty Five Only)

Guarantee Covers from : 02-NOV-2018 To 31-MAY-2020

Last Date of Claim : 31-MAY-2020

ISSUING BANK ADDRESS : HDFC BANK,
Sandoz House,
Dr. Annie Besant Road,
Worli, Mumbai – 400 018.

THIS DEED OF GUARANTEE executed on this 02nd day of November, 2018 at Mumbai by HDFC Bank Ltd a Banking Company incorporated under Companies Act, 1956, having their Registered office at HDFC Bank Ltd., HDFC Bank House, C.S. No. 6/242, Senapati Bapat Marg, Lower Parel (W), Mumbai 400013 and acting through its Branch Office at 2Nd Floor Harsha Bhavan, Middle Circle Connaught Place New Delhi 110001 (hereinafter referred to as "THE BANK" or "Guarantor" or "Surety" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of Transport Department, Government of National Capital Territory of Delhi, represented by Secretary Transport and having its main office at 5/9, Under Hill Road, Delhi – 110 054, hereinafter referred to as "Transport Department, GNCTD", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

a) By the Concession Agreement entered into between Transport Department, GNCTD and M/s Antony Road Transport Solution (P) Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at Plot No. R-232, T.T.C Industrial Area, Thane-Belapur Road, Ghansoli, Navi Mumbai -400701 ("the Concessionaire"). The Concessionaire has been granted the Concession to implement the Project envisaging Operation of Private Stage Carriage Services in Delhi for Cluster No.13 under Concession Agreement for a period of 10 years (hereinafter referred to as "the Project").

b) In terms of Clause 9.1 of the Concession Agreement, the Concessionaire is required to furnish to Transport Department, GNCTD, an unconditional and irrevocable bank guarantee for an amount of Rs. 14,19,70,025/- (Rupees Fourteen Crore Nineteen Lakh Seventy Thousand Twenty Five Only) as security for due and punctual performance/discharge of its obligations under the Concession Agreement, relating to Project by the Concessionaire.

c) At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

(a) Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.

NEELAM RAJPUT
Sen. Vice President

NEELAM RAJPUT
Asst. Vice President
30593

177

OUR GTEE REF NO. : 240GT02183060009

BG AMOUNT : Rs. 14,19,70,025/- (Rupees Fourteen Crore Nineteen Lakh Seventy Thousand Twenty Five Only)
ISSUE DATE : 02-NOV-2018
EXPIRY DATE : 31-MAY-2020
CLAIM DATE : 31-MAY-2020

(b) The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s Antony Road Transport Solution (P) Limited (hereinafter called "the Concessionaire") of all its obligations relating to the Project and in connection with achieving COD by the Concessionaire in accordance with the Concession Agreement.

(c) The Guarantor shall, without demur, pay to Transport Department, GNCTD sums not exceeding in aggregate Rs. 14,19,70,025/- (Rupees Fourteen Crore Nineteen Lakh Seventy Thousand Twenty Five Only), within 5 days of receipt of a written demand therefore from Transport Department, GNCTD stating that the Concessionaire has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by Transport Department, GNCTD and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

(d) In order to give effect to this Guarantee, Transport Department, GNCTD shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/ delayed exercise of any of its rights by Transport Department, GNCTD or any indulgence shown by Transport Department, GNCTD to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by Transport Department, GNCTD or any indulgence shown by Transport Department, GNCTD, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

(e) This Guarantee shall be irrevocable and shall remain in full force and effect until 18 Months from the date of issue of this Bank Guarantee unless discharged/ released earlier by Transport Department, GNCTD in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. 14,19,70,025/- (Rupees Fourteen Crore Nineteen Lakh Seventy Thousand Twenty Five Only)

(f) This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.

(g) The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under sanction and authorization by the competent authority of Bank.

Notwithstanding anything contained herein:

(h) (A) Our liability under this Bank Guarantee shall not exceed Rs.14,19,70,025/- (Rupees Fourteen Crore Nineteen Lakh Seventy Thousand Twenty Five Only)

(B) The Bank Guarantee shall be valid upto 31-MAY-2020 and the same can be further extended, if so requested by the applicant/Contractor.

(C) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before 31-MAY-2020.

All claims under the guarantee to be presented in original & payable at HDFC Bank Ltd., 2Nd Floor Harsha Bhavan, Middle Circle Connaught Place New Delhi 110001

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

The BG Confirmation Letter No. GTEE/831108 is an integral Part of the BG No. 240GT02183060009 dated 02-NOV-2018.

For HDFC BANK LTD.

ABHILEKH SACHAN
Senior Manager
B23794

For HDFC BANK LTD.

MEELAM RAJPUT
Asst. Vice President
B6593

In Witness Whereof The Guarantor Has Set Its Hands Hereunto On The 02nd day of November 2018 First Hereinabove Written.

Witness:

1 Mayank Jain, E-13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001
2. Harshwardhan Singh, E-13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001



We understand your world



HDFC BANK LTD
E-13/29 2nd Floor,
Harsha Bhavan
Middle Circle, Connaught Place
New Delhi 110001
GSTN of Consignee :
07AAACH2702H1Z2

Date 02-NOV-2018
Form Serial No. GTEE/ 831108

To,
THE COMMISSIONER (TRANSPORT) , THE
GOVT OF NATIONAL CAPITAL TERRITORY
OF DELHI TRANSPORT DEPT,GNCTD
COMMISSIONER OF TRANSPORT 5/9,
UNDER HILL ROAD DELHI-110054

OUR REFERENCE : 240GT02183060009
DATE OF ISSUE : 02-NOV-2018
APPLICANT : ANTONY ROAD TRANSPORT SOLUTION PVT LTD
GUARANTEE AMOUNT : INR141,970,025.00
AMOUNT IN WORDS : RUPEES ONE HUNDRED FORTY ONE MILLION NINE HUNDRED
SEVENTY THOUSAND TWENTY FIVE ONLY
EXPIRY DATE : 31-MAY-2020
EXPIRY PLACE : DELHI
CLAIM DATE : 31-MAY-2020

DEAR SIR,

PLEASE FIND ENCLOSED THE CAPTIONED GUARANTEE DULY ISSUED BY US.

THIS GUARANTEE ATTACHED IS TO BE RETURNED TO US WITHIN 15 DAYS FROM
THE DATE IT CEASES TO BE IN FORCE OR AS SOON AS THE PURPOSE FOR WHICH IT
HAS BEEN ISSUED IS FULFILLED, WHICHEVER IS EARLIER.

WE CONFIRM THAT THE SIGNATORIES WHO HAVE SIGNED THE SUBJECT
GUARANTEE / EXTENSION AS STATED BELOW HAVE THE REQUISITE POWERS TO SIGN
ON BEHALF OF THE BANK.

1. Mr./Ms.	2. Mr./Ms.	NEELAM RAJPUT
Designation	Designation	Asst. Vice President
HILEKH SACHAN		B6598
P.A NO.	P.A NO.	
Senior Manager		
B23794		

FURTHER CONFIRMATION OF THIS GUARANTEE IF DESIRED, SHOULD BE OBTAINED
FROM THE ABOVE MENTIONED BRANCH.

THIS LETTER FORMS AN INTEGRAL PART OF THE GUARANTEE.

FOR HDFC BANK LTD



AUTHORISED SIGNATORY/S

179

VESTING CERTIFICATE

SCHEDULE 8

VESTING CERTIFICATE

1. The President of India, represented by Commissioner, Transport Department (the "Government") refers to the Concession Agreement dated *** (the "Agreement") entered into between the Government and M/s Antony Road Transport Solution (P) Limited for Operation of Stage Carriage Services in Delhi for Cluster No. 13.
2. Upon Termination, the Government shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Government, free from any encumbrances, charges and liens whatsoever.
3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in terms of the Agreement and/or relieving the Concessionaire in any manner of the same.

Signed this *** day of ***, 201_ at [***].

AGREED, ACCEPTED AND SIGNED
For and on behalf of
CONCESSIONAIRE by:

SIGNED, SEALED AND DELIVERED
For and on behalf of
GOVERNMENT OF Delhi by:

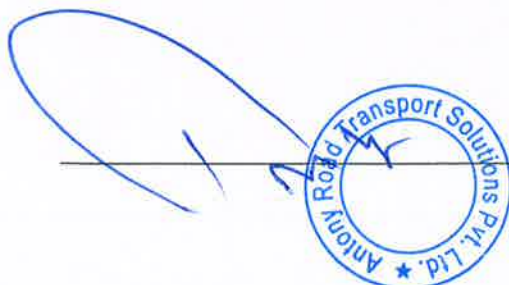
(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

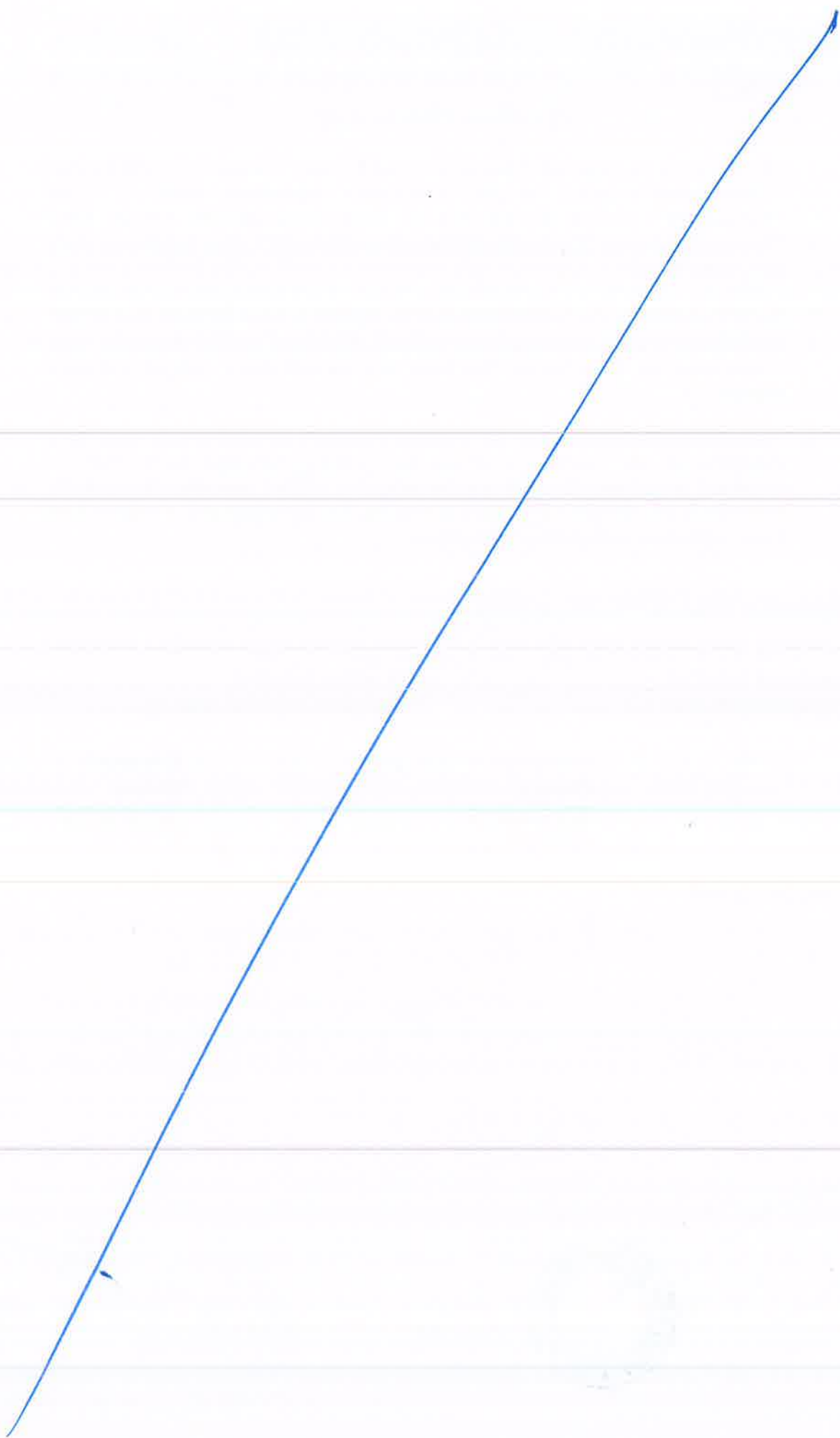
XXXX



Antony Road Transport Solutions Pvt. Ltd. ★



5/0,
Under Hill Road
Delhi-54



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

DEPOT

SCHEDULE 9

1. Facilities to be Provided by DoT

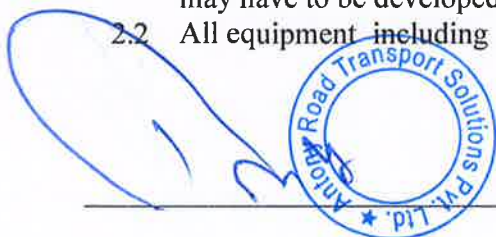
- 1.1 Location: **Rewla Khanpur; Dwarka Sector 22.**
- 1.2 Area : **as per the drawings**
- 1.3 Covered area of around 2,500 square meters with civil infrastructure facilities like space for office, security booths, medical facility and rest room, canteen, spare parts store, work shop sheds (for washing facilities, maintenance / service pits @ 3 pits per 100 Stage Carriages)
- 1.4 Boundary wall: 2 m height with 0.6 meter railing.
- 1.5 Provision for sanitary installations, external services connections, internal electrical connections, power wiring, telephone conduits, computer conduits, street light, signage and septic tank.
- 1.6 Office space for IM and FCS Provider including maintenance/ storage room
- 1.7 CNG Station on best effort basis, if found feasible by the CNG supplier.

Note:

- Civil works at the Depot shall be typically constructed by Transport Department, GNCTD whereas equipment, tools and fixtures have to be provided by the Concessionaire.
- The Depot with aforesaid civil structures shall be handed over post construction to the Concessionaire. Any routine or long-term up-gradation/repair/maintenance of civil structures shall be taken up by the Concessionaire during the Concession Period.
- Infrastructure Maintenance: The Concessionaire shall be fully responsible for preventive and periodic maintenance of depot structure and office building under its control (including maintenance shed, service pits, lighting and landscaping). If the Concessionaire failed to maintain the office infrastructure then DoT/ IM may undertake the maintenance work on behalf of Concessionaire and appropriately deduct the expenses made for such work from the Concessionaire's monthly payment.
- DoT will facilitate issue of No Objection Certificate for obtaining electricity and water connection in the name of Concessionaire. Further, Concessionaire will facilitate use of electricity in the office space for the IM and FCS subject to actual reimbursement towards cost of consumption.
- The Concessionaire shall be fully responsible to comply the directions of National Green Tribunal that only treated effluent can be used for washing and cleaning of buses.

2. Facilities to be Developed by the Concessionaire

- 2.1 There is no Municipal water supply available in the near vicinity. Deep bore well may have to be developed.
- 2.2 All equipment including maintenance equipment



Transport Department, GNCTD & Antony Road Transport Solution Private Limited Operation of Private Stage Carriage Services in Delhi	Concession Agreement for Cluster No. 13
---	--

- 2.3 Installation & commissioning of plant & machinery, statutory clearances like factory license, DPCC clearances for effluent discharge, noise level of DG set, electricity & water charges, etc.

3. Change of Location of Depot

- 3.1 The DoT may change location of Depot at the time of initial allotment or during the Concession Period based on ground factors like optimum utilization of Depot Space, availability of mentioned depot space, Court Case or in public interest to reduce Dead Mileage.
- 3.2 In the event of shifting of Depot during the Concession Period, the Concessionaire shall be entitled for special relief in performance deductions in terms of Schedule 3 (excluding accident and over speeding) for a period of one month. However, no shifting charges will be payable by the DoT to the Concessionaire.

XXXX



Change in Ownership

SCHEDULE 10

The conditions related to shareholding/ cross holding are set out in the following paragraphs shall prevail over the other provisions specified in the Concession Agreement including Schedules:

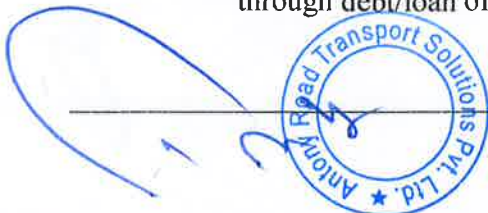
1. Shareholding Restrictions

1.1 Type 1 Bidder

- a) Type 1 Bidder is allowed to form a limited liability company under Indian Companies Act for implementing the Project.
- b) Type 1 Bidder can win maximum of four (4) Projects and can hold shares in a maximum of only four Clusters at any given time.
- c) Type 1 Bidder shall hold a minimum equity stake equal to 26% in the Concessionaire up to 3 (three) years from COD.
- d) Type 1 Bidder shall commit to hold a minimum equity stake equal to 10% till the end of the Concession Period.
- e) Any Person cannot hold shares in more than four Clusters at given point of time directly or indirectly through its parent or subsidiary entity.
- f) Promoter or Director or any person having common controlling shares or other ownership interest is not allowed in more than four clusters at any given point of time.
- g) Any person cannot have any interest in more than four (4) Clusters either through debt/loan of any form, equity of any form and grant of any form.
- h) Any two persons or business entity involved in a single company shall be treated as Promoter group. Such Promoter group or individual promoter/entity cannot hold any business interest beyond four (4) Clusters.
- i) The Concessionaire shall not be allowed to transfer shares for at least three (3) years from Commercial Operation Date (COD) without the consent of Transport Department.

1.2 Type 2 Bidder

- a) Type 2 Bidder can win maximum of one (1) Project and can hold shares in a maximum of only one Cluster at any given time.
- b) Type 2 Bidder shall hold a minimum equity stake equal to 26% in the Concessionaire up to 3 (three) years from COD.
- c) Type 2 Bidder shall commit to hold a minimum equity stake equal to 10% till the end of the Concession Period.
- d) Any Person cannot hold shares in more than four Clusters at given point of time directly or indirectly through its parent or subsidiary entity.
- e) Promoter or Director or any person having common controlling shares or other ownership interest is not allowed in more than four clusters at any given point of time.
- f) Any person cannot have any interest in more than four (4) Clusters either through debt/loan of any form, equity of any form and grant of any form.



Transport Department, GNCTD & Antony Road Transport Solution Private Limited	Concession Agreement for Cluster No. 13
Operation of Private Stage Carriage Services in Delhi	

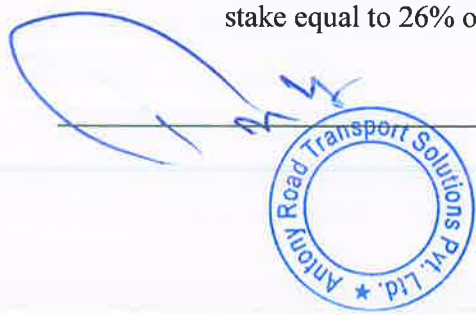
- g) Any two persons or business entity involved in a single company shall be treated as Promoter group. Such Promoter group or individual promoter/entity cannot hold any business interest beyond four (4) Clusters.
- h) The Concessionaire shall not be allowed to transfer shares for at least three (3) years from Commercial Operation Date (COD) without the consent of Transport Department.

1.3 Type 3 Bidder

- a) Type 3 Bidders have already formed limited liability company under Indian Companies Act for implementing the Project.
- b) Type 3 Bidder can win maximum of one (1) Project and can hold shares in a maximum of only one Cluster at any given time.
- c) Promoter shareholders shall commit to hold a minimum equity stake of 26% upto three (3) years from Commercial Operation Date (COD).
- d) Atleast one promoter shareholder shall commit to hold a minimum equity stake equal to 10% in the SPC till the end of the Concession Period.
- e) Any Person cannot hold shares in more than four Clusters at given point of time directly or indirectly through its parent or subsidiary entity.
- f) Promoter or Director or any person having common controlling shares or other ownership interest is not allowed in more than four clusters at any given point of time.
- g) Any person cannot have any interest in more than four (4) Clusters either through debt/loan of any form, equity of any form and grant of any form.
- h) Any two persons or business entity involved in a single company shall be treated as Promoter group. Such Promoter group or individual promoter/entity cannot hold any business interest beyond four (4) Clusters.
- i) The Concessionaire shall not be allowed to transfer shares for at least three (3) years from Commercial Operation Date (COD) without the consent of Transport Department.

1.4 Type 4 Bidder

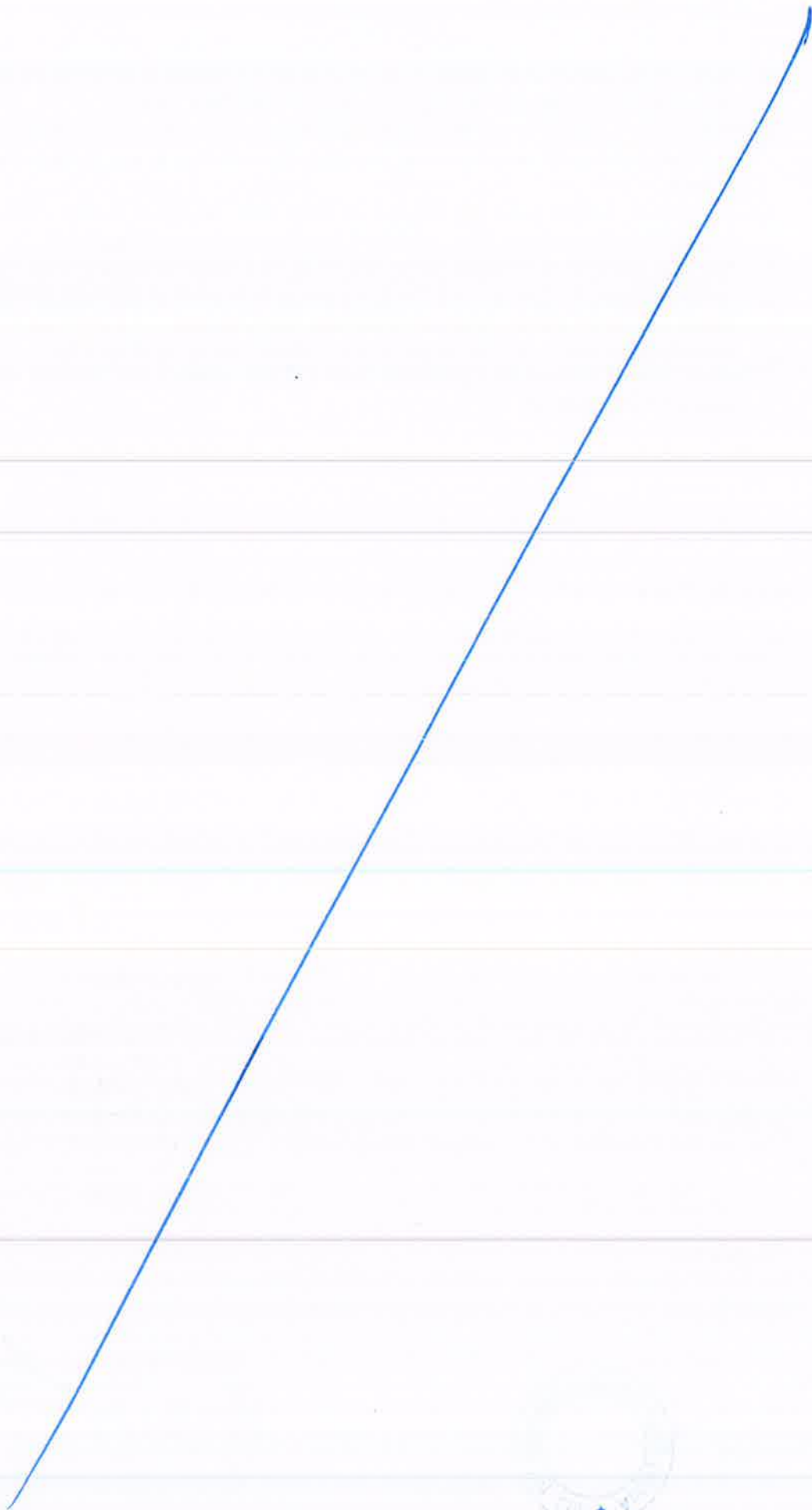
- a) A Type 4 Bidder shall be required to incorporate a limited liability company under Indian Companies Act, 1956.
- b) Lead Member of Type 4 Bidder can win maximum of four (4) Projects and can hold shares in a maximum of only four Clusters at any given time.
- c) Maximum number of Projects that can be won by a Consortium shall include Projects won by any of the aforesaid Type 1, 2, 3 Bidder.
- d) Lead Member shall hold a minimum equity stake equal to 26% in the Concessionaire and all other members of the Consortium shall individually, commit to hold a minimum equity stake equal to 5% in the Concessionaire up to 3 (three) years from COD.
- e) Subsequent to three (3) years from COD the Lead Member shall commit to hold a minimum equity stake equal to 10% and all member of the Consortium together including the Lead Member shall commit to hold a minimum equity stake equal to 26% of SPC till the end of the Concession Period.

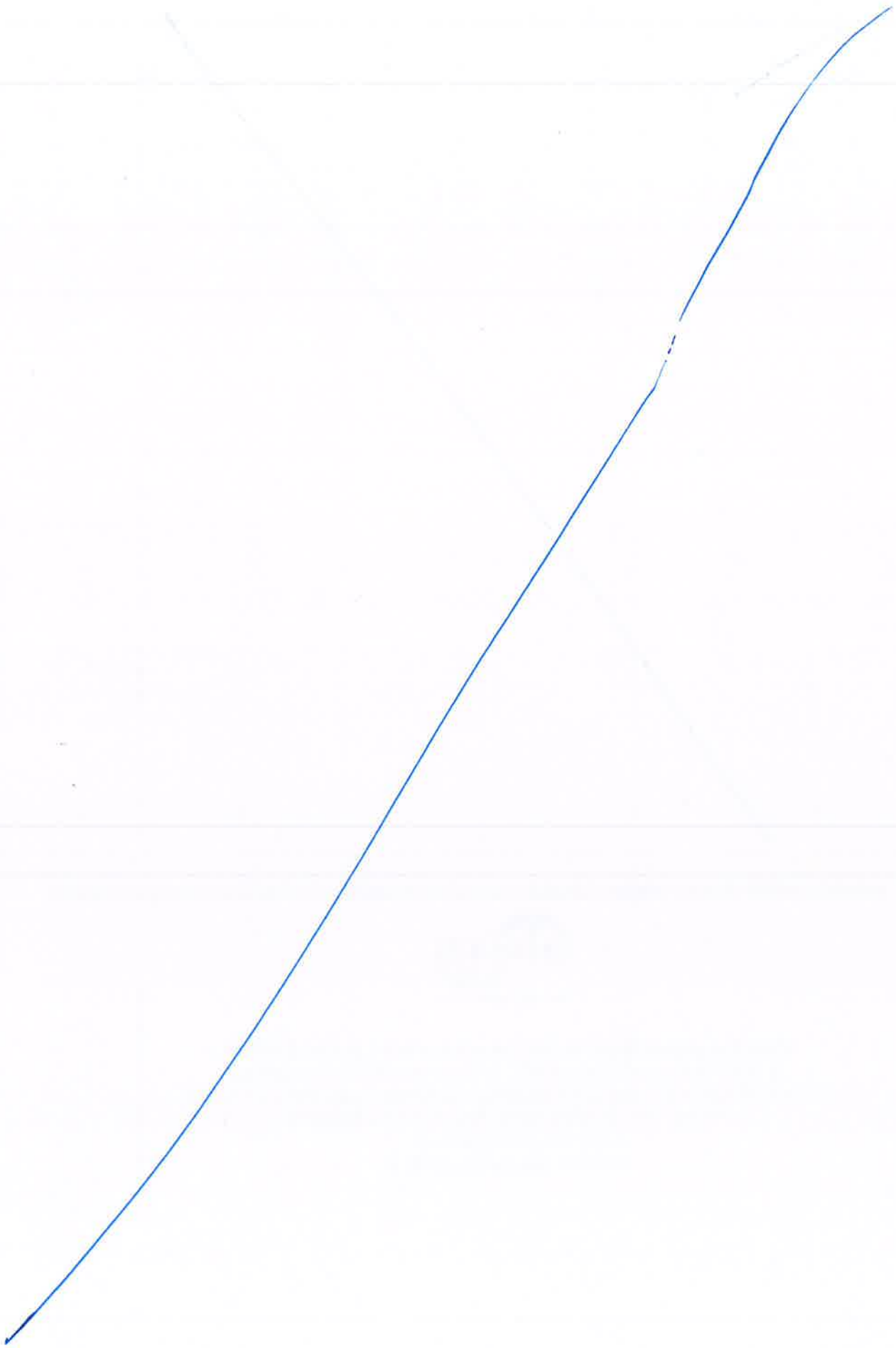


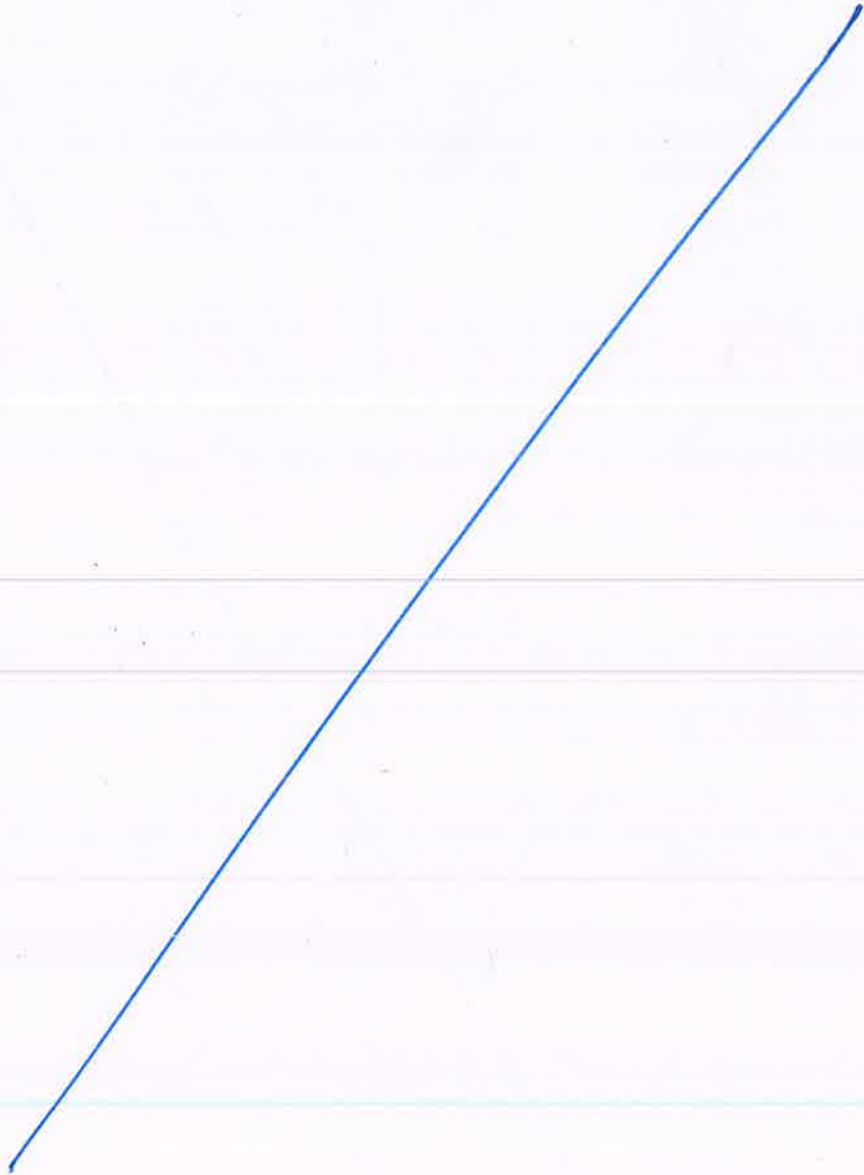
- f) Any Person cannot hold shares in more than four Clusters at given point of time directly or indirectly through its parent or subsidiary entity.
- g) Promoter or Director or any person having common controlling shares or other ownership interest is not allowed in more than four clusters at any given point of time.
- h) Any person cannot have any interest in more than four (4) Clusters either through debt/loan of any form, equity of any form and grant of any form.
- i) Any two persons or business entity involved in a single company shall be treated as Promoter group. Such Promoter group or individual promoter/entity cannot hold any business interest beyond four (4) Clusters.
- j) The Concessionaire shall not be allowed to transfer shares for at least three (3) years from Commercial Operation Date (COD) without the consent of Transport Department.

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