

*Engagement of operators for Operation and Maintenance of
Electric Bus Service under BBUTT in Balasore District, Odisha*

Request for Proposal (RfP)

BALASORE BHADRAK URBAN TRANSPORT
TRUST (BBUTT)

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PART A: DISCLAIMER

Balasore-Bhadrak Urban Transport Trust (BBUTT) invites the tender to engage entities and organizations for the operation and maintenance of electric bus services on such terms and conditions as set forth in this RfP or that may subsequently be provided to bidder(s) in documentary form by or on behalf of the Regulator. BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT), individually or collectively for the purpose of this RfP is hereinafter referred to as the “Regulator”.

It is hereby clarified that this RfP is not an agreement and the purpose of this RfP is to provide the bidder(s) with information to assist them in the formulation of their proposals. Bidder should carefully examine and analyze the RfP and to carry out its own investigation with respect to all matters related to the project, seek professional advice on technical, financial, legal, and regulatory and taxation matters and satisfy itself of consequences of entering into any agreement and / or arrangement relating to the project. The Regulator makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RfP.

PART B: BRIEF OVERVIEW

1. Background:

Balasore is an important urban center of Odisha state. Located along the NH 5 (Chennai – Kolkata). The Region gained importance with the major trade hub and tourist places nearer to Balasore town like Remuna, Bamapada, Januganja Golei, Mitrapur etc for trade hub and Chandipur Sea beach, Balaramgadi, Nilgiri, panchalingeswar, Khirochora temple at Remuna Balagopalpur Jagannath temple etc. are the main tourist hub nearer to Balasore town.

Presently, the region lacks the any organized intra-city transportation and is managed by several private mini bus operators and private auto rickshaws. The bus terminus at Sahadevkhunta (Balasore) the major nodes from where private buses ply to various destinations every day. The services provided by these operators are generally inadequate, inefficient, irregular, and ill managed.

Lack of efficient and adequate public transportation system has led to a rapid increase in the number of personal vehicles resulting in **congestion and pollution**. With a view to provide mobility and an organized and affordable public transport service to the citizens of the city the BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) is introducing Intra city bus service within Balasore township areas well as nearby industrial and tourist area of Balasore town.

The above places have significant inter-linkages with each other and witness frequent flow of passengers for trade, education, recreation, entertainment etc. purpose.

2. Demand for Electric Bus Service:

Presently there is an absence of any formal intra-city transport system by the government/Urban Local Body within Balasore town and periphery of towns. Moreover private buses are prohibited from entering the city and so the only option left to the passengers is auto rickshaws and cycle rickshaws within the town other than private vehicles.

Traffic congestion is a major problem in most urban centers across the world. Balasore is no exception. With the increase in the number of motor vehicles in the Region, the narrow roads of Balasore and the lack of town planning effectively clog traffic flow. This problem has existed for some time now, and concerns have been reiterated. Disproportion between the number of vehicles and the width of roads along with the number of roads contribute to this problem.

The determining factors affecting Intra Urban Connectivity's are:

- Natural resources and mega industries in the immediate influence zone (Nilgiri, Remuna, Chandipur, Mitrapur, Balagopalpur, Balaramgadi etc.)
- Major trade centre Bamapada, Januganja Golei.
- The social and occupational pattern of the Region.

The present carriage way of most of the important roads in the town is not adequate to accommodate the increased volume. The maximum traffic volume is registered at the intersection near Motiganj which is one of the busiest areas. Next to it are the inter sections along OT Road. In addition, the encroachment along major roads strangulates the free movement of the traffic.

The Intra-city transport is entirely managed by the private operators. Key issues with regard to the intra-city services includes lack of reliability, comfort, safety etc.. Though the cycle rickshaws are cheaper in comparison to auto rickshaws, they are time consuming and thus cannot be used for long distance.

Retail trading is concentrated mainly in the form of street shopping along the major roads i.e. main road from Motiganj to Kutchery, Remuna Road, ITI square to Station Area (OT Road) etc. The linear spreading of retail shops along these roads, mostly at the intersections, creates traffic bottlenecks and offers scope for accidents. More than 50% of these retail shops are housed in temporary structures and thus present a sticky growth of traffic along the roads.

The main traffic generating areas are Railway Station, Shahdevkunta Bus Stand, Kachery Road, Motiganj and the commercial areas along OT Road. With the expansion of the city, traffic has been increasing in and around the peripheral areas. The main artery of OT Road, Kutchery Road, Purana Balasore area remains extremely congested throughout the day. Installing public transport services would ensure easing of the traffic congestion and also provide safe and efficient mode of travelling to their destinations.

It is observed that the road width and surface conditions along with encroachment on both sides the internal roads will not permit movement of City Bus Services inside the city. Instead of providing comfort to the commuters it will add to the overgrowing problems of traffic and transportation. Accordingly, it has been proposed to have a Regional Bus Service System catering to the surrounding areas of Balasore.

Road safety becomes a cause of prime concern with increasing number of transport modes.

Inadequate facilities for pedestrians and NMVs and their non-segregation from fast moving traffic are also main causes of road fatalities. Inadequate road widths, mixed traffic and lack of traffic sense are mostly responsible for traffic accidents.

The data obtained from the Regional Transport Office (RTO), Balasore indicates an overall growth of 13.5% in vehicle registration. The increased socio-economic status of the residents and the availability of easy financing have resulted in steep growth of personal/private vehicle ownership in the city. In addition, lack of integrated mass transport system and the increased need for use of transport for daily journeys have resulted in high growth of vehicle i.e. Auto Rickshaws and Buses.

Major Transportation Nodes

Major transportation nodes are those which act as major passenger integration points. At these places people often change their mode and get in to higher mode of travel in order to travel larger distances. Places like bus and railway stations and airports often act as transport nodes.

Bus station, Balasore

The current bus stand at Balasore is being operated and maintained by Balasore Motor Association (BMA) – the private bus owners’ association on land leased out by Orissa State Road Transport Corporation (OSRTC). Balasore Municipality has marginal participation in operation and maintenance of the terminal.

The existing bus terminal at Balasore - “Sahadev Khunta Bus Terminal” is located on about 2.54 acres of land in the heart of the town. Land had been allotted to OSRTC by Revenue Department and OSRTC had leased it out to BMA for operation and maintenance of the terminal. The bus terminal handles about 450 daily schedules with peak hour traffic of 21 schedules.

Major issues: Traffic and Transportation

Road widths are insufficient for present day traffic

In the absence of any dedicated parking areas, vehicles are parked along all the major roads thereby reducing effective road width available for vehicle movement leading to congestion

Major corridors are encroached by commercial establishments

Absence of any signalized traffic system and control

2. Objective:

The objective is to develop an efficient and reliable public transportation infrastructure services in the Balasore town and periphery industrial and tourist places to enable easy access to the towns given the importance of the inter-linkages within the region and most important factor is a pollution free Balasore town and periphery.

3. About the Project:

In order to cover all the town and periphery industrial and tourist area nearer to Balasore town under the EVs service, we have identified certain routes that will cover the entire town of Balasore as well as connectivity to nearby industrial and tourist places. These routes were chosen with a view to providing connectivity to important centres of the city like Remuna Golei, Fakir Mohan Square, Bus Stand, Cinema Square, ITI Square etc also routes covering surrounding areas which are falling on these routes were also included to provide smooth connectivity between them.

The route length has been roughly estimated and on the assumption of providing three/four buses every hour on the intra-city routes the number of bus trips has been worked out. The number of hours of operation has been assumed based on our understanding of the working hours/requirements in Balasore.

4. About the Project Structure:

The buses has already procured by BBUTT and shall also assist in taking necessary approvals for starting the service, in addition to providing land necessary for parking of buses and developing workshops at Ganeswarpur. The contract would be on operation and maintenance basis where the selected private operator will have to incur all the expenses in connection with the operations, including payment of all applicable taxes. In return for this, the operator would be allowed to collect and retain appropriate fares from the passengers. The operator will be allowed to utilize the advertisement space on the buses and on the bus stands also the bidder can use the bus stand in commercial purpose with prior permission. BBUTT proposes to engage private operator to operate buses on intra-city and periphery industrial and tourist places for a period of 7 years.

For operational efficiency, the afore-mentioned have been grouped into a single project. The operator is required to bid for the right to operate the buses during the tenure of the contract on the basis of a monthly premium per bus ("Route Authorization Fees" per bus per month) which would be paid on a monthly basis by the operator to the BALASORE-BHADRAK URBAN

TRANSPORT TRUST (BBUTT). This will be in addition to the upfront fee to be paid by the selected operator to the BBUTT. The objective of this arrangement is to induct professional management for bus operations through the private sector. A total of 6 buses would be procured by BBUTT for the project and all the 6 buses would be running on the specified routes as per the schedule and frequency specified in Schedule “2” in Balasore only.

Standards of service have been laid down in Schedule “8” and these will have to be adhered to and deviations therefrom and under performance will be subject to penalties as specified in Schedule “9”

The Bus Service Area has been detailed in Schedule “1” of this RfP. Further, the schedule of operation of Bus Service is given in Schedule “2” of this RfP.

PART C: NOTICE INVITING TENDERS

Request for Proposal (RfP) for engagement of operators for operation and maintenance of electric bus service in Balasore district, Odisha.

BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)

BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT), invites the tender from reputed companies / firms for electric bus operations **on intra-city routes** in Balasore.

The detailed terms and conditions are given in the RfP, which can be downloaded from the website: www.urbanodisha.gov.in/ www.balasore.nic.in from 05.07.2023 onwards.

The RfP document will be submitted to the office of **Chief Executive Officer (CEO), BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT), Balasore Municipality, Balasore, Odisha** along with a non-refundable Demand Draft of Rs. 10,000/- (Ten Thousand only) in favour of "Chief Executive Officer (CEO), BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)" payable at Balasore towards bid document cost.

Schedule of bidding activities: Bid applications along with other relevant documents should be submitted through **Registered Post/Speed Post/directly to Balasore Municipality** in sealed envelope on or before the due date mentioned below.

Item	Date / Rs.
Total Cost of Bid Document (non-refundable)	10,000/-
Issue of RfP document	05.07.2023
Pre-Bid Meeting at o/o the CEO, BBUTT	15.07.2023
Last date for receipt of Bids	04.08.2023 (up to 5 PM)
Opening of Technical Bid	05.08.2023 at about 11 AM onwards
Opening of Financial Bid	To be intimated

Contact person for any clarification and detail CEO, BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT), Balasore Municipality, Balasore, Odisha.

E-mail: ceo.bbtt@gmail.com

Phone No.:9439977799/8861094181/8280325028

Designation of official

CEO, BBUTT

1. The bus operator shall:

- I. Operate and maintain buses provided by Regulator for a period of seven years (Passenger).
- II. Deploy properly trained, disciplined and duly authorized/licensed staff for operation/related activities on these buses and meet all their statutory and other liabilities.
- III. Pay a fixed Upfront Fee equivalent to 10% of the fleet acquisition cost which shall be finalized before the pre-bid meeting and bid for monthly premium per bus (Route Authorization Fees) that the successful bidder is ready to offer to the BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) for obtaining the right to operate and maintain buses provided by Regulator for a period of seven years.
- IV. Bus stand maintenance and its use for commercial purpose with prior permission of BBUTT excluding for BBUTT buses.
- V. A separate escrow Account to be opened and maintenance funds for to be utilized form that Account
- VI. Bank guarantee of Rs.30,00,000/ for 1(one) year to be submitted by the successful bidder.
- VII. Manpower to be deployed for security maintenance of bus stand and sanitization. The buses should be maintain and return to BBUTT in good condition.

2. Eligibility Criteria for the Bidders:

Only those bidders shall be eligible who have a minimum: -

- I. Three year experience in operation of any kind of transport services.
- II. Average annual turnover of Rs. 50 Lakhs during the last three Financial Years.
- III. Average annual net worth of Rs. 1 Crore during the last three Financial Years.

Note: last three financial years should be read as F.Y: 2020-21, 2021-22 and 2022-23.

3. Earnest Money Deposit (EMD):

The bidder should furnish an EMD of **Rs 2, 00,000 (Rupees Two Lakhs only)** along with **un- priced bid**. This will be returned to un-successful bidders on finalization of the tender.

The EMD of successful bidder will be released on submission of security deposit of Rs.15, 00,000/-(Rupees Fifteen Lakhs) only towards performance of contract for 3 years and based on the performance, it will be extended to further 2 years.

The successful bidder will pay the six (06) month advance on buses and bus stand as per quoted price.

PART D: DEFINITIONS & ABBREVIATIONS

In this RfP, the following word(s), unless repugnant to the context or meaning thereof or defined in the Bus Operators Agreement (as defined below), shall have the meaning(s) assigned to them herein below:

1. **“Buses”** means specified number of new buses that meet the technical specifications enumerated in **Schedule 3** of the Bus Operators Agreement, which shall be procured by the Regulator and maintained and operated as part of the Bus Service, by the Operator in accordance with the terms of this RfP.
2. **“Bus Operators Agreement or Operators Agreement”** means the agreement including, without limitation, any and all annexure thereto which will be entered into between the Regulator, and the Successful Bidder through which rights will be granted to the Successful Bidder to provide Bus Service in Bus Service Area.
3. **“Bus Service Area”** means area of operation and the Routes, which will be described in greater detail in **Schedule 1** of the Bus Operators Agreement.
4. **“Bus Service”** means the commercial operation of Buses on the Routes within the Bus Service Area, for providing public carriage services, including maintenance and daily operation of the Buses.
5. **“Regulator”** shall mean Housing & Urban Development Department (H&UDD), Govt. of Odisha and/ or BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) or any other nominated agency either by H&UDD or by BBUTT or by both BBUTT and H&UDD.
6. **“Operator”** means the Successful Bidder for operation of Buses in accordance with the terms and conditions of the Bus Operators Agreement.
7. **“Parties”** means the parties to the Bus Operators Agreement and “Party” means either of them, as the context may admit or require.
8. **“Passenger”** means any individual who has purchased the ticket or pass or card for using the Bus Service.

9. **“Person”** means any individual, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental authority or agency or any other legal entity.
10. **“Project”** means the project of operating, maintaining and managing the Bus Service, in accordance with the terms and conditions of the Bus Operators Agreement.
11. **“RfP”** means this Request for Proposal document issued by the Regulator for the purposes of selecting an Operator for the Project on a competitive bidding basis including Disclaimer, Brief Overview, Notice Inviting Tender, Instructions To Bidders, Letter Of Acceptance and Bus Operators Agreement any Amendments thereto.
12. **“Routes”** means the routes, as determined by the Regulator, from time to time, on which the Buses would operate as part of the Bus Service which are provided in **Schedule 1 of the Bus Operators Agreement**.
13. **“Monthly premium per bus”** means the monthly fee to be paid by the Operator to the Regulator in consideration of being granted the rights to operate the Bus Service on the Routes in accordance with the terms of the Bus Operators Agreement.
14. **“Successful Bidder”** means Person who has been selected by the Regulator pursuant to competitive bidding process pursuant to the RfP.
15. **“Third Party”** means any Person other than the Regulator and the Operator.
16. **“Upfront Fee”** means the non-refundable fixed amount to be paid by the Operator equivalent to 10% of the fleet acquisition cost which shall be finalised before the pre-bid meeting, in part consideration of being granted the rights to operate the Bus Service in accordance with the terms of this RfP.

PART E: INSTRUCTIONS TO BIDDERS (ITB)

1. Due Diligence:

The Bidder is expected to examine all instructions, forms, terms and specifications in the RfP. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RfP. Failure to furnish all information required by the RfP or submission of a Bid not responsive to the RfP in every respect will be at the Bidder’s risk and may result in rejection of the Bid.

2. Cost of Bidding and RfP:

The bidder shall bear all costs associated with the preparation and submission of its bid and the Regulator will not be liable any costs, regardless of the outcome of the bidding

process. The cost of the RfP document is Rs. 10,000 (*Rupees Ten thousand only*) and is available on the website: [www.urbanodisha.gov.in /www.balasore.nic.in](http://www.urbanodisha.gov.in/www.balasore.nic.in)

RfP downloaded from the website should be accompanied by the bid document cost in shape of a demand draft of Rs. 10,000/- drawn in favour of “Chief Executive Officer (CEO), *BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)*” and payable at Balasore.

3. Clarification to RfP Documents:

In the event that any bidder requires any clarification to RfP document they may send the queries through registered post or courier at least 48 (forty eight) hours prior to the time of the pre bid meeting at the following address:

Chief Executive Officer (CEO), BBUTT,

4. Amendment of Bidding Documents:

At any time before the deadline for submission of bids, the Regulator may, for any reason, modify the RfP by amendment. Any amendments / modifications to the RfP shall be through the issue of addendum(s) to the RfP, which shall set forth the said amendments / modifications thereto (hereinafter referred to as the “Addendum(s)”). All prospective bidders who have purchased the RfP shall be informed of such Addendum(s) in writing by e-mail, courier, website or registered post, and the contents, terms and conditions of all such Addendums(s) shall be binding on all bidders.

5. Pre-Bid Meeting:

A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective bidders at **11:00 hours on [15.07.2023]** at the Conference hall, Office of District Magistrate and Collector, Balasore, Odisha

Clarifications, if any, including the text of the relevant questions raised at the pre-bid meeting and the responses given thereon shall be conveyed through courier, email or by registered post to those who purchased the RfP.

6. Documents constituting Bid:

The documents constituting the bid shall be as follows:

- i. **Technical Bid with Bid Security:** Bidder(s) shall be liable to submit a technical bid in the form and manner set forth in *Form 1A, Form 2A, Form 3A, Form 4A, Form 5A and Form 6A* of the RfP along with all documents required to be submitted as per the said appendix including without limitation any memorandum of understanding and the bid security.
- ii. **Financial Bid:** The financial bids should be in the form and manner set forth in this RfP and should comprise of all such documents and details mentioned in the said *Form F1*.

7. Preparation of Bids

- i. **Format of Earnest Money Deposit:** Bid submitted in response to the RfP shall be accompanied by a bid security of Rs. 15,00,000 (*Rupees Fifteen Lakh only*) (hereinafter

referred to as “Bid Security”) in the form of a **Demand Draft** drawn in favour of “*Chief Executive Officer (CEO), BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)*” payable at Balasore.

ii. Authentication of Bid:

The original and the copy of the bid shall preferably be typed and shall be signed by a person or persons duly authorized by the bidder in this behalf by way of a power of attorney duly executed by the bidder in the form set forth in *Form 2A/3A* hereto. The person or persons signing the bid shall initial all pages of the bid document and provide full name and signature on the signature pages. Bidder should submit the self-attested copies of all the supporting documents along with the affidavits as the evidence for meeting the prequalification and technical evaluation.

iii. Number of Copies of Bid:

The bidder shall submit one original and three copies of the technical bid separately, clearly marking each "Technical Bid– Original" and "Technical Bid Copy", as appropriate. Bidder shall submit only one original of the financial bid, clearly marking the same as "Financial Bid".

iv. Sealing and Marking of Bid:

- a. The original Bid Security of the required value and in approved format and Bid Document cost shall be sealed separately in an envelope on which the following shall be super scribed:

“Bid Security and Bid Document Cost for Bus Operations Contract”

- b. The original and copies of the original of the Technical bid along with the envelope containing the Bid Security shall be sealed separately in an envelope on which the following shall be super scribed:

“Envelope - A Technical Bid, Bid Security and Bid Document Cost for Bus Operations Contract”

- c. The original of the financial bid shall be sealed separately in an envelope on which the following shall be super scribed:

“Envelope – B Financial Bid for Bus Operations and Maintenance Contract”

- d. The original and copies of the technical bid and the original of the financial bid shall also be sealed separately before sealing the same in their respective envelopes of A and B respectively.

e. All the above envelopes viz. 'A' and 'B' along with the original bid documents issued by the Regulator along with updated Addendums (if any), duly signed by the bidder through its authorized signatory on all pages shall then be sealed in one outer envelope.

f. The inner and outer envelopes shall be addressed to CEO, *BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)* and marked as below:

“Tender for the Bus Operations and Maintenance Contract”

g. The outer as well as inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.

8. **Evaluation of bid:** Notwithstanding anything contained in this RfP, the Regulator will have sole and absolute right to evaluate each bid and the Regulator is not bound to compulsorily select/appoint Successful Bidder for each Route out of the bids the Regulator has received in accordance with this RfP.

9. **Validity Period:** Bids shall remain valid for a period of **180 (One hundred and eighty) days** after the last date of submission of bids prescribed by the Regulator. The Regulator reserves the right to reject a bid as *non-responsive* if such bid is valid for a period of less than 180 (one hundred and eighty) days and the Regulator shall not be liable to send an intimation of any such rejection to such bidder

10. **Extension of Period of Validity:** In exceptional circumstances, the Regulator may solicit the bidder's consent for an extension of the period of bid validity period. Any such request by the Regulator and the response thereto shall be made in writing and such extension of bid validity period by the bidder should be unconditional. A bidder may refuse the Regulator's request for such extension without forfeiting the Bid Security. A bidder accepting the request of the Regulator shall not be permitted to modify its bid.

11. **Mailing Address for Bids:** Bids shall be addressed to the Regulator and sent (through either registered post/speed post/courier/directly to Balasore Municipality) at the following address:

The Chief Executive Officer (CEO)

BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT), Balasore Municipality, Balasore, Odisha

12. **Last Date and Time for Submission:** The bid applications must be received by the Regulator, at the specified address, **latest by 17:00 hours (5 PM) on 04.08.2023**. In the event of the specified date which is stipulated as the deadline for submission of bids is declared as a holiday for the Regulator, the bids will be received up to the appointed time on the next working day at the same time.
13. **Extension of Deadline for Submission of Bids:** If the need so arises, the Regulator may, in its sole discretion, extend the deadline for submission of bids by amending the RfP in this behalf. In such event, all rights and obligations of the Regulator and bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the deadline for submission of bids shall be notified to the bidders by dissemination of requisite information in this behalf on the website: www.urbanodisha.gov.in
14. **Late Bids:** Any bid received by the Regulator after the deadline for submission of bids prescribed by the Regulator will be summarily rejected and may be returned unopened to the bidder. The Regulator shall not be responsible for any postal delay or non-receipt / non- delivery of any documents.
15. **Modification and Withdrawal of Bids:** Bidder shall not be allowed to modify any part of its bid after the bid submission. In order to avoid forfeiture of Bid Security, a bidder may withdraw its bid after submission thereof, provided that the Regulator receives written notice of such withdrawal before the expiry of deadline for submission of bids.
16. **Bid Process:**
- Opening of Technical Bid:** All Technical bids received by the Regulator in response to this RfP shall be opened by the Regulator in the presence of bidders' or representatives who choose to attend the opening of Technical bid at **11.00 hours on 05.08.2023** in the office of the, **CEO, BBUTT Balasore**
- a. The bid(s) shall be first evaluated with regards to prequalification criteria and only those bidders who meet the prescribed criteria for the prequalification shall be considered for technical evaluation. The criteria for technical evaluation are as per ANNEXURE-I qualification in this behalf is set forth in this RfP subsequently.
- b. **Opening of Financial Bid:** After the evaluation of technical bid(s) has been completed, the Regulator shall open the financial bid(s), on the date and time intimated at a later stage, of only those bidders who qualify the prescribed criteria for the technical bid. Financial bid(s) of those bidders whose technical bids are rejected shall not be opened and shall be returned to such bidders as per the procedure set forth in this RfP.

- c. **Attending bid:** The bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the various bids opening process. In the event of the specified date of bid opening being declared a holiday for the Regulator, the bids shall be opened at the appointed time and location on the next working day. Non-attendance of the bid openings will not result in disqualification and it is clarified that attendance is optional. Further, it is clarified that all the bidders would be notified about the bidders who have qualified for the next stage either by courier, website or registered post. Bids of those bidders who are rejected shall not be opened and shall be returned to such bidders as per the procedure set forth in this RfP.

17. **Clarification of Bid:** During evaluation of bids, the Regulator may, at its discretion, ask the bidder(s) for a clarification of its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by the Regulator before the expiration of the deadline prescribed in the written request for clarification, the Regulator reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

18. **Rejection of Bid:**

- a. A Bid is likely to be rejected by the Regulator without any further correspondence, as non-responsive, if:-
 - i. Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RfP and is otherwise not in conformity with the terms and provisions of this RfP; or
 - ii. Bid is not submitted in the bid-forms annexed in the RfP; or
 - iii. Bid is submitted by telex, fax or email; or
 - iv. Bid Earnest Money Deposit and Document Cost does not conform to the provisions set forth in this RfP; or
- b. Failure of any one (or more) of the conditions set forth herein above shall result in rejection of bid.
- c. In addition to the foregoing, in the event a bidder makes an effort to influence the Regulator in its decisions on bid evaluation, bid comparison or selection of the Successful Bidder, it may result in rejection of such bidder's bid.

19. **Criteria for Evaluation of Bids**

- a. **Criteria for Evaluation:** The bids shall be evaluated on the following criteria:
 - i. Bidding shall be open to entities (which include Sole Proprietor, Co-operative Societies, Partnership Firms, Companies, Corporations, Consortium etc.), joint

ventures (lead partner + one), who are interested in bidding for the Project either individually or as a consortium or joint venture. In case of consortium or joint venture, the lead entity (which shall be single entity) shall be specified and fully empowered to represent the consortium or joint venture. The lead entity shall have a minimum shareholding of 50% in the consortium/joint venture.

- ii. The Average Minimum Turnover of the Bidder in last three years shall be Rs. 50 Lakhs. Average Net Worth of the Bidder shall be Rs. 25 Lakhs in the last three financial years. In the case of consortium / joint venture the criteria for annual turnover and net worth must be fully met by the lead partner only. The Bidder must have the experience of minimum three years in operation and management of Transport Sector (Passenger/ Freight).

Note: Last three financial years be read as Financial Year: 2020-21, 2021-22 and 2022-23

- b. **Criteria for evaluation of Technical Bids:** Technical bids of only those bidders, whose pre-qualification bid are accepted, shall be considered and evaluated. Technical bids shall be evaluated in manner provided in Annexure- I to this RfP.

- c. **Criteria for evaluation of Financial Bids:** Only those technical bids which score a minimum of **60 (sixty) marks** out of a maximum of **100 (hundred) marks** in the assessment at the end of the technical bid evaluation process (as detailed above) will be considered for the financial bid evaluation. The financial bids of eligible bidders shall then be evaluated as per Clause 20, below of RfP i.e. “Determination of Successful Bidder”.

20. **Determination of Successful Bidder:** The Successful Bidder shall be determined on the basis of **highest monthly premium per bus offered**. Successful Bidder shall, have exclusive non- transferable rights to operate and maintain the Bus Service subject to the Bus Operator Agreement.

21. **Discharge of Bid Security of un-successful bidder(s):** The Bid Security of un-successful bidders will be discharged / returned as promptly as possible after the expiry of bid validity period and latest by the 30th (thirtieth) day from the signing of the Bus Operators Agreement with the Successful Bidder.

22. **Discharge of Bid Security of Successful Bidder:** The Successful Bidder shall be required to furnish a Performance Guarantee (as per clause 28) on or before the date of signing the Bus Operators Agreement. The Bid Security of a Successful Bidder shall be discharged only after the Successful Bidder furnishes the Performance Guarantee. The Successful Bidder’s Bid Security shall not be adjusted against the Performance Guarantee.

23. **Forfeiture of Bid Security:** The Bid Security of a bidder shall be forfeited in the following events:
- a. If a bidder withdraws the proposal during the period of bid validity, or
 - b. In the case of a Successful Bidder, fails to sign the Bus Operators Agreement or fails to furnish the required Performance Guarantee (as defined below) with in stipulated time in accordance with the Bus Operators Agreement.
24. **Award of Contract:** Single contract shall be awarded for the entire service. The Regulator shall issue a letter of acceptance (“LoA”) to the Successful Bidder. The Regulator shall issue the LoA in duplicate to the Successful Bidder and the Successful Bidder would be required to sign and return the duplicate copy of the LoA as acknowledgement within 7 (seven) days of the receipt of the LoA by the Successful Bidder. In the event the duly signed duplicate copy of the LoA by the Successful Bidder is not received within the stipulated 7 (seven) days, the Regulator shall have the option to either extend such time limit for the receipt of the duplicate copy or deduct from the Bid Security of such Successful Bidder an amount which at the sole discretion of the Regulator is believed to be the loss and/ or damages suffered by the Regulator as a result of the delay in providing the acknowledgement. In the event the Successful Bidder fails to acknowledge the LoA, and the next eligible bidder may be considered by the Regulator.
25. **Signing of Bus Operators Agreement:** Bidders should note that in the event of acceptance of its bid, the Successful Bidder(s) would be required to execute the Bus Operators Agreement in the form annexed hereto. It is clarified that the issuance of the LoA shall be followed by signing of the Bus Operators Agreement (as aforesaid) and thereafter the Successful Bidder shall commence operations of providing the Bus Service as per the Bus Operators Agreement. The signing of the Bus Operators Agreement shall be completed no later than 1 (one) month of the issuance of the LoA to the Successful Bidder or within such extended time frame as extended by the Regulator in its sole discretion. In the event the Successful Bidder is unable to execute the Bus Operators Agreement within the time period, the Regulator will have the right to withdraw the offer immediately from the Successful Bidder and extent offer to the next subsequent bidder. Thereafter, the previously appointed Successful Bidder will have no rights and its Bid Security will be forfeited.
26. **Annulment of Award:** Failure of the Successful Bidder to comply with the requirements set forth in this RfP and /or the provisions of the Bus Operators Agreement shall constitute sufficient grounds for the annulment of the award of the bid and forfeiture of the Bid Security. In such case, the Regulator will have the right to replace the Successful Bidder with the next highest bidder. Thereafter, the previously appointed Successful Bidder will have no rights.

27. Failure to abide by the Bus Operators Agreement: The conditions stipulated in the Bus Operators Agreement shall be strictly adhered to by the Operator and any violation thereof by the Operator may result in termination of the Bus Operators Agreement without prejudice to any rights available to the Regulator upon such termination as set forth in this RfP and/or the provisions of the Bus Operators Agreement.

28. Performance Guarantee

- a. At the time of the execution of the Bus Operators Agreement, the Successful Bidder would be required to submit to the Regulator, an irrevocable and unconditional Performance Guarantee (as defined below), in the form of a bank guarantee from a scheduled bank acceptable to the Regulator for a sum of Rupees 15,00,000 (Rupees fifteen Lakhs Only).
- b. The Performance Guarantee shall remain valid for the entire Term of the Bus Operators Agreement. The Performance Guarantee can have a validity of one year at a time but will have to be renewed every year before the expiry of the relevant guarantee, for the duration of the Term.

29. Miscellaneous:

- a. Failure to furnish all information required by the RfP or submission of a bid not responsive to the RfP in every respect will be at the bidder's risk and may result in rejection or disqualification of the bid.
- b. All amounts are non-refundable (unless otherwise provided in the RfP) and the Regulator will in no case be held responsible or be liable for the cost, regardless of the conduct or outcome of the bidding process.
- c. Nothing in this section shall be taken to mean or read as compelling or requiring the Regulator to respond to any questions or to provide any clarification to a query of a bidder. The Regulator reserves the right to not respond to questions it perceives as non-relevant which may be raised by a bidder or not to provide clarifications, if the Regulator in its sole discretion considers that no reply is necessary.
- d. The terms and conditions of the RfP are frozen unless otherwise, the Regulator specifically issues Addendum(s).
- e. The Regulator shall have the right to seek any additional information or document from the bidder in the manner the Regulator deems fit in its sole and absolute discretion.
- f. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Regulator shall be written in English language only. However, in case bidder chooses to enclose certain supporting document(s) in any language other than English, then bidder shall also enclose certified / authentic translated copies of the same in English language. Any document which is not translated into English will not be considered and the bid shall be considered incomplete and therefore, liable for disqualification. For the purpose of interpretation and evaluation of the bids, the English language translation shall prevail.

- g. All prices quoted in the bid shall be quoted in Indian National Rupee(s) (INR).
- h. Any interlineations, insertion, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with their respective signature alongside such interlineations, insertion, erasures or overwriting.
- i. In the event of any discrepancy between the original and the copies, the bid shall be disqualified.
- j. The Regulator shall not be responsible in any manner possible for the contents of the bids, including if the envelope is not sealed and marked in the manner indicated in the RFP or where bidder does not receive any notification or documentation from the Regulator.
- k. The Regulator will examine the bids to determine whether these are complete, whether these meet all the conditions of the RfP and whether the documents have been properly signed and the Bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.
- l. Any and all expenses relating to the execution of the Bus Operators Agreement shall be borne by the Successful Bidder, including taxes and duties, incidental expenses, payment of stamp duty and registration charges, as applicable.
- m. Unless specifically requested by the Regulator for a clarification, no bidder shall contact the Regulator on any matter relating to its bid, from the time of the prequalification bid opening to the time the Bus Operators Agreement is executed with the Successful Bidder.
- n. The bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOA and during the subsistence of the Bus Operators Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Bus Operators Agreement, the Regulator shall reject a bid, withdraw the LOA, or terminate the Bus Operators Agreement, as the case may be, without being liable in any manner whatsoever to the bidder or the Operator, if it determines that the bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Regulator shall forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Regulator towards, inter alia, time, cost and effort of the Regulator, without prejudice to any other right or remedy that may be available to the Regulator hereunder or otherwise.

PART F: BID FORM, ANNEXURE AND OTHER FORMATS

FORM 1A: COVERING LETTER

Dated:

SUB: Operation and Maintenance of electric bus services in Balasore District, Odisha

Dear Sir,

Attached to this letter is the authority regarding Power of Attorney appointing me/us as designated person(s) to make this representation for and on behalf of the bidder in respect of the proposal as per NIT bearing number _____ dated _____ issued by *BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)*, Balasore.

For and on behalf of the bidder, I/we confirm:

1. Our offer is in accordance with the terms and conditions of the RfP issued by the Regulator, and we agree to sign the Bus Operators Agreement enclosed with the RfP, and we have initialed each page of it to convey our acceptance;
2. That the offer contained in the proposal attached to this letter is a firm offer which will remain open for the proposal validity period referred to in the RfP, including any extension of the proposal validity period as may be agreed by us;
3. That the Regulator may by written notice extend the period of proposal validity period and the proposal attached to this letter and the Bid Security below will remain in full force and be valid for that extended period as per provisions of the RfP;
4. That the Bidder accepts the terms and conditions stipulated in RfP for the selection process and undertakes to perform its obligations accordingly; and
5. That attached to this letter is the Bid Security along with all other documents and information as required by the RfP.

Name

FORM 2A: POWER OF ATTORNEY BY THE BIDDER IN FAVOUR OF DESIGNATED PERSON (S) IN CASE THE BIDDER IS NOT A SOLE PROPRIETOR

Dated:

POWER OF ATTORNEY

TO WHOM SO EVER IT MAY CONCERN

Shri ----- (Name of the Person), domiciled at -----, Odisha, acting as -----(Designation and name of the firm/company), and whose signature is attested below, is hereby authorized on behalf of -----(Name of Bidder) to negotiate and settle terms and conditions, finalize, approve, sign and execute agreements, documents, endorsements, writings, etc. as may be required by *BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)* _____ (the Regulator) for “Engagement of Operators for Operation of city bus service in Balasore district in the State of Odisha” and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Sri-----)

IN WITNESS WHEREOF, we have hereunto set our respective hands this -----day of ----- 2023—in the presence of the following witnesses

Witness 1:

Witness 2:

We hereby ratify and confirm that all acts done by our attorney ----- (name of designated person) shall be binding on us as if same had been done by us personally.

Signature ----- [signature of authorised signing officer] Name -----
----- [Name of authorised signing officer] Title ----- [Title of authorised signing officer]

----- [Name and Signature of the firm/Company]

Note:

1. *The bidding firm needs to submit separate Power(s) of Attorneys for each designated person.*
2. *Any change in the designated person(s) should be informed to ----- along with a similar Power of Attorney in favor of such person(s).*

FORM 3A: INFORMATION ABOUT BIDDER

Name of the Bidder
1. Information about member(s)
(a) Nature of the bidding firm
i. A sole proprietorship
ii. A partnership firm
iii. A limited company or corporation
iv. Limited liability partnership
v. Consortium / Joint Venture
(b) Brief introduction
i. Register name of Bidder / Lead Bidder
ii. Address
iii. Telephone/fax/email
(c) Main Businesses
i. In India, or Internationally
ii. Date of Incorporation
iii. Under present management since (year)
(d) Management
i. Chairman of Board
ii. Chief Executive Officer
iii. Chief Operating Officer
(e) For Consortium / Joint Venture Provide details
i. Name of Shareholders
ii. Percentage of Share
2. (a) Information about designated person(s)
i. Name
ii. Position
iii. Telephone/Email/Fax

Note:

1. *Particulars should be furnished separately for each member/partner.*
2. *Organisation Chart showing the structure of the organization, including the names of the directors and position of officers shall be attached / submitted.*

3. FORM 4A: RELEVANT EXPERIENCE

Experience in Bus Service:-

(i) No. of years in operation: a. Urban b. Non-Urban
(ii) Starting year with date of incorporation
(iii) Details of area of operation and period Name of Area a. _____ b. _____ c. _____ Period _____ _____ _____
(iv) Details of permit/ Type of permit route wise Route a. _____ b. _____ c. _____ Permit Type _____ _____ _____
(v) No. of vehicles owned/operate on the date of submission of bid (Details of Registration Numbers to be enclosed)

Experience in Freight Service:-

(i) No. of years in operation
(ii) Starting year with date of incorporation
(iii) No. of vehicles owned/operate on the date of submission of bid (Details of Registration Numbers to be enclosed)

Note:

1. Relevant experience for this purpose shall mean owning and/ or operation of any type of public transport in any city/state in/outside of India.
2. Bidder shall provide self-attested copies along with affidavit of all the documents regarding experience.
3. Please use separate sheet for each project.

FORM 5A: FINANCIAL CAPABILITY STATEMENT

Sl No	Parameters	Financial Year (Rs. In Lakhs)		
		2020-21	2021-22	2022-23
1.	Turnover			
2.	Net Worth*			

* *Net Worth = Equity Capital + Reserve and Surplus -Revaluation Reserve -Accumulated losses Intangible assets*

- a. The bidder shall provide self-attested copies along with affidavit of its audited financial statements/ income Tax returns and other financial data for the immediately preceding three years. The statement shall include, but not limited to, for immediately preceding three years:
 - i. Audited financial accounts including balance sheet, profit and loss accounts statements.
 - ii. Additional information supporting evaluation of the company's financial and legal status, if required.
- b. The information provided shall be detailed enough to demonstrate, and allow evaluation of the bidder's financial capability to fulfill its obligations, if selected as Successful Bidder, if required.
- c. List of bankers along with name and addresses from whom references can be obtained. Listing of bankers shall be deemed as authorization by the bidders for the Regulator to request such references and for bankers to release them to the Regulator.

FORM 6A: PROJECT UNDERTAKING

(On the Letterhead of the bidder)

Date:

To,

The Chief Executive Officer (CEO), BBUTT-Cum-Executive Officer, Balasore Municipality, Balasore.

Ref: *“Engagement of Operators for operation and meaintance of city e-Bus services in Balasore town and the periphery of the Balasore District in the State of Odisha.”*

We have read and understood the Request for Proposal (RfP) document in respect of the captioned project provided to us by the Regulator.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Bus Operators Agreement, a draft of which also forms a part of the RfP provided to us. Our proposal is for all the intra-city and inter-city routes as specified in this RfP.

Dated this..... Day of ... 2023

Name of the bidder

Signature of the authorized person

Name of the authorized person

FINANCIAL BID FORMATS

FORM F1: FINANCIAL PROPOSAL FORMAT

(On the Letter Head of the Bidder)

To,

The Chief Executive Officer (CEO), BBUTT-Cum- Executive Officer, Balasore Municipality, Balasore.

Sub: Engagement of Operators for Operation of city bus service in Balasore district in the State of Odisha.

Being duly authorized to represent and act on behalf ----- and having reviewed and fully understood all requirements of bid submission provided in the RfP document and subsequent clarifications provided in relation to project, I/ we hereby provide our financial proposal.

I have read the entire RfP including all the general conditions, Bus Operators Agreement etc. in detail and on the basis of my full study of the above mentioned document/s and the conditions, I undertake to operate and maintain the Buses in accordance with the terms and conditions as provided in the above mentioned document/s and undertake to pay the Regulator an **Upfront Fee and a monthly premium per bus as below:**

Items	In Figures	In Words
Upfront Fee (10% of the fleet acquisition cost as defined in the RfP)		
Monthly premium per bus (to be quoted)		

Name of Bidder:

Signature of the Authorized Person

Seal:

Address and contact number:

ANNEXURE I

Criteria for Evaluation of Technical Bids:

Sl. No.	Qualification Criteria	Weightage Marks	Maximum Marks awarded	Evaluation Criteria
1.1	No. of years in Transport Business (Bus Service/ Freight Service)	60	10	3 years = 0 marks and for every additional year 1 mark Maximum 10
1.2	No. of Vehicles Owned (Bus Service/ Freight Service)		20	For each Bus 2 mark and for each Truck 1 mark Maximum 20
1.3	Experience in operation of Passenger Bus Service		20	1 year = 0 marks and for every additional year 2 marks Maximum 20
1.4	No. of years in operation		10	3 year = 0 marks and for every additional year 2 marks for Urban Area and 1 mark for Non-Urban
2	Annual Turnover	20		
2.1	Minimum annual turnover of Rs. 50 lakhs		10	
2.2	Annual Turnover of more than Rs. 50 lakhs		20	
3	Annual Net Worth	20		
3.1	Average Annual Net Worth of less than Rs. 25 lakhs		10	
3.2	Average Annual Net Worth of more than Rs. 25 lakhs		20	
	Total	100		

Note: Bidders will need to submit a Publicity and Communication plan defining the approach and methodology to be adopted for promotion and public awareness of the city bus service to the users. This will need to be up to the satisfaction of BBUTT.

PART G: BUS OPERATORS AGREEMENT

This agreement is made and executed at ____ on this [_____] of [____], in the year Two Thousand and __ by and Between BALASORE BHADRAK URBAN TRANSPORT TRUST (BBUTT), the nodal agency acting through its Chief Executive Officer (CEO) having its office at Balasore Municipality, Balasore, Odisha (**BBUTT**)”, which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE ONE PART

And

[_____] , a [_____] incorporated under the [_____] Act, 19*** [____] acting through [_____] having its registered office at [_____] (hereinafter referred to as “**the Operator**”, which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE OTHER PART;

- a. BBUTT is entrusted with the function of ensuring public bus transport in the city of Balasore.
- b. The implementation of the public bus transport shall entail the following: (i) provide the bus services through operator (s) selected through a competitive bidding process with the operator(s) being given possession of the new buses procured by BBUTT and being responsible for the operation and maintenance of the buses, (iii) the operator would be responsible for ensuring collection of tickets and the collection of revenue from ticket sales.
- c. Housing & Urban Development Department, Government of Odisha (H&UDD hereafter), decided to undertake a competitive bidding process for selecting the operator that would undertake the operation and maintenance of the bus services.
- d. Pursuant to the competitive bidding process, BBUTT selected [_____] , as the “Operator” to enter into and implement this operations agreement with BBUTT.
- e. BBUTT and [_____] are hereby entering into this agreement for appointing [_____] as the Operator of the Project and vest it with the rights and duties as the Operator of the Project.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AN INTERPRETATION

A. Definitions:

1. “**Applicable Law**” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.
2. “**Applicable Clearances**” means all clearances, permits, no-objection certifications, exemptions, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of the Bus Operators Agreement.
3. “**Appointed Date**” means the date of the Bus Operators Agreement.
4. “**Buses**” means number of new buses (as provided in **Schedule 2** of this Agreement) that meet the technical specifications enumerated in **Schedule 3**, which shall be procured by H&UDD and maintained and operated as part of the Bus Service, by the Operator in accordance with the terms of the Bus Operators Agreement.
5. “**Bus Depot**” means the space/area provided for general management, repair and maintenance, fuelling, washing and cleaning, besides parking etc. of the Buses and for preparing them for Bus Service as per Bus Operators Agreement and located as per **Schedule** of the Agreement.
6. “**Bus Operators Agreement or Operators Agreement**” means this agreement including, without limitation, any and all Schedules hereto which will be entered into between BBUTT and the Successful Bidder through which rights will be granted to the Successful Bidder for providing Bus Service in Bus Service Area.
7. “**Bus Permit**” means the permit for operating Buses for public carriage/stage carriage as may be required under the Motor Vehicles Act, 1986 or any other Applicable Law.
8. “**Bus Service Area**” means area of operation and the Routes, which is described in greater detail in **Schedule 1**.
9. “**Bus Stop**” means pick up points [as determined by BBUTT, where the Buses stop for a short duration for Passengers to embark into the Bus or disembark from the Bus and this may be subject to change from time to time subsequent to a written notification by BBUTT,
10. “**Bus Service**” means the commercial operation of Buses on the Routes within the Bus Service Area, for providing public carriage services, including maintenance and daily operation of the Buses.
11. “**Bus Terminal**” means the terminals indicated in Schedule 9 from where the Bus(s) start or end their trip(s), and/or are parked for short duration, besides providing other

Passenger related amenities/facilities and facilitate transfers of Passengers amongst modes/services etc.

12. **“Commercial Operations Date”** means the date on which the commercial operations of the Bus Service are commenced by the Operator which shall be _____ days from the handing over possession of the Buses to the Operator by BBUTT, subject to BBUTT having signed the Bus Operators Agreement and obtaining the required Bus Permits and Applicable Clearances.
13. **“Encumbrances”** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances.
14. **“Event of Default”** shall have the same meaning as provided in Clause 13 of this Agreement
15. **“Fare”** means the charge levied on and payable by a Passenger of the Bus as provided in Clauses 8 and **Schedule 6** of the Agreement.
16. **“Fleet”** shall mean all the Buses procured by BBUTT, whose right to use is given to the Operator by BBUTT for the purposes of undertaking Bus Service in the Bus Service Area, in accordance with the terms of the Bus Operators Agreement.
17. **“Force Majeure” or “Force Majeure Event”** means circumstances or situations that are unusual occurrences which tend to disrupt normal activities and which are beyond the control of the Party affected by them (“Affected Party”) which is not attributable to the other Party and include, but not be limited to the following:
 - a. earthquake, flood, inundation and landslide;
 - b. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances;
 - c. fire caused by reasons not attributable to the Affected Party or any of the employees, representatives or agents appointed by the Affected Party
 - d. acts of terrorism;
 - e. strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party;
 - f. national emergency or declaration of police emergency; and
 - g. war, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
18. **“First Operation Year”** means a period from the date which is the Commercial Operations Date till the immediately following March 31.
19. **“BBUTT”** shall mean Balasore-Bhadrak Urban Transport Trust.
20. **“Last Operation Year”** means a period calculated from the date of expiry or early termination of the Bus Operators Agreement till the immediately preceding April 1.
21. **“Material Adverse Effect”** means a material adverse effect on (a) the ability of the either Party to perform/discharge any of its duties/obligations under and in accordance

with the provisions of the Bus Operators Agreement for no reason attributable to the other Party and/or (b) the legality, validity, binding nature or enforceability of the Bus Operators Agreement.

22. **“Material Breach”** means a breach by either Party of any of its obligations under the Bus Operators Agreement which has or is likely to have a Material Adverse Effect on the continued operation of the Bus Service or implementation of the Project, and which such Party has failed to cure.
23. **“Operator”** means _____, selected through competitive bidding process for operation of Buses under in accordance with the terms and conditions of the Bus Operators Agreement.
24. **“Operation Year”** means a year (period of 365 days) starting from April 1 of a year to March 31 of the following year.
25. **“Parties”** means the parties to the Bus Operators Agreement and “Party” means either of them, as the context may admit or require.
26. **“Passenger”** means any individual who has purchased the ticket or pass or card for using the Bus Service.
27. **“Performance Guarantee”** shall have the same meaning as provided in Clause 11 of this Agreement
28. **“Person”** means any individual, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental authority or agency or any other legal entity.
29. **“Project”** means the project of operating, maintaining and managing the Bus Service, in accordance with the terms and conditions of the Bus Operators Agreement.
30. **“Project Facilities”** means the facilities that are required for the implementation of the Project and shall include the Buses, Bus Stops, Bus Depots, Bus Terminals and other permanent or temporary facilities developed by or made available to the Operator under any suitable arrangement, for implementation of the Project including all civil works, plants, technology, software, equipment, materials and spaces provided/procured, constructed and/or installed at the site or sites where the Bus Stops, Bus Terminals or Bus Depots are located.
31. **“RfP”** means this Request for Proposal document issued by BBUTT, for the purposes of selecting an Operator on each Route for the Project on a competitive bidding basis.
32. **“Routes”** means the routes, as determined by BBUTT, from time to time, on which the Buses would operate as part of the Bus Service which are provided in **Schedule 1**.
33. **“Monthly PREMIUM PER BUS”** means the monthly fee to be paid by the Operator to BBUTT in consideration of being granted the rights to operate the Bus Service on the Routes in accordance with the terms of the Bus Operators Agreement.
34. **“Schedule of Operation”** shall have the same meaning as provided in **Schedule 2** of this Agreement.
35. **“Service Standards”** means all the rules, regulations and guidelines relating to the Bus Service that has been developed by BBUTT and lent to the Operator by BBUTT, a

copy of which is provided in **Schedule 7**. Amendments, variations, deletions or additions made to the Service Standards by BBUTT during the Term or any renewal term of this Agreement are also included.

36. **“Successful Bidder”** means Person who has been selected by BBUTT pursuant to competitive bidding process pursuant to the RfP.
37. **“Taxes and Duties”** means all taxes (including road tax, property taxes), duties, fees etc. payable under the Applicable Laws in connection with the development, operation and management of the Project and the Bus Service.
38. **“Term”** shall have the same meaning as provided in Clause 3 of this Agreement.
39. **“Termination”** means the early termination of the Bus Operators Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of the Bus Operators Agreement but shall not, unless the context otherwise requires, include expiry of the Bus Operators Agreement from the Appointed Date due to efflux of time in the normal course.
40. **“Termination Date”** means the date specified in the Termination Notice as the date on which Termination occurs.
41. **“Termination Notice”** means the notice of Termination by either Party to the other Party, in accordance with the Bus Operators Agreement.
42. **“Third Party”** means any Person other than BBUTT and the Operator.
43. **“Upfront Fee”** means the non-refundable fixed amount to be paid by the Operator equivalent to 10% of the fleet acquisition cost which shall be finalised before the pre-bid meeting, in part consideration of being granted the rights to operate the Bus Service in accordance with the terms of this RfP.

B. Interpretation

In this Agreement, unless the context otherwise requires:

1. Words in the singular include the plural and vice-versa.
2. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
3. The heading of these conditions shall not affect the interpretation or construction thereof of the Clause.
4. Wherever date and period are specified in the Agreement for completing some formalities/ tasks/ documentations etc., the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by BBUTT, even if mentioned otherwise anywhere else.
5. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.
6. References to the word "include" or "including" shall be construed without limitation.

7. References to this Agreement or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied or supplemented.
8. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement

2. APPOINTMENT OF THE OPERATOR

- 2.1. The operator shall pay 25 percent of upfront fee as quoted in the financial bid on or before signing the agreement. Thereafter, operator shall have to pay the balance 75 percent upfront fee in three equal quarterly installments from the date of signing the agreement.
- 2.2. Subject to the Operator making the payment of an amount equivalent to 10% of the fleet acquisition cost as the Upfront Fee for undertaking to operate the Bus Service in accordance with the terms and conditions of this Agreement, BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) hereby appoints (on exclusive and non-transferable basis) the Operator and the Operator hereby accepts (on exclusive and non-transferable basis) its appointment, to operate and maintain the Bus Service using the Fleet within the Bus Service Area in accordance with the terms of this Agreement and subject to Applicable Laws.
- 2.3. In addition to the Upfront Fee, the Operator shall also pay to BBUTT the Monthly premium per bus on monthly basis from Commercial Operations Date which shall increase at a nominal rate of 10% every year for the concession period.
- 2.4. The Operator shall pay to BBUTT, no later than 15th day of every subsequent month all dues payable to BBUTT, including but not limited to, reimbursement of cost of the annual maintenance, insurances, Bus Permits, Applicable Clearances, payment of fines and penalties etc.
- 2.5. It is agreed and understood by the Parties that in the event the Operator delays in payment of the amounts due to *BBUTT* under this Agreement, then without prejudice to other rights of BBUTT, BBUTT will be entitled to claim interest on the overdue amounts and in the event such amounts have not been fully paid (with interest) within 30 (thirty) days, then BBUTT shall have the right to adjust the amounts payable to the Operator in relation to the sharing of advertising and passes revenues. Lastly, if the amounts due hereunder are not cleared within 60 (sixty) days, then BBUTT shall have the right to encash Performance Guarantee at the Operators risk and costs.

3. TERM

- 3.1. The Term of the Bus Service will be for a time period commencing from the date of execution of the Bus Operators Agreement and extending till the expiry of 7 (seven) years from Appointed Date or in the event the Bus Operators Agreement being terminated earlier in accordance with the provisions of the Bus Operators Agreement, the Term shall come to an end on the Termination Date.

- 3.2. There shall be no automatic renewal of the Agreement after seven years. However, both Parties may mutually decide to renew the Agreement for another Term of 1 (One) year on such terms and conditions as the Parties may agree at such time.
- 3.3. The Buses would be transferred to the Bus Operator after 7 years of Bus Operation Agreement Period on the basis of Depreciated value of Buses. All costs relating to such transfer shall be solely borne by the Operator.
- 3.4. The buses would be scraped after 7 years and new buses would be procured to continue providing services.

4. COMMENCEMENT OF OPERATION OF BUSES

- 4.1. The Buses shall be procured by BBUTT to the Operator pursuant to and in accordance with the terms of this Agreement. The Buses shall meet the technical standards and specifications stipulated in **Schedule 3**.
- 4.2. The Operator shall ensure that the Bus Service is in operation from the Commercial Operations Date, unless otherwise agreed in writing by BBUTT and subject to BBUTT obtaining the required Applicable Clearances and Bus Permits.
- 4.3. All Buses that are procured shall be registered in the name of BBUTT or its nominee and at no time during the term of the Agreement shall any right, title, or interest over these Buses pass over to the Operator. The Operator shall merely get the right to use such Buses for the sole purpose of implementation of this Project and the Operator will have no other right whatsoever, unless otherwise agreed in writing in advance by BBUTT.
- 4.4. During the term of the Agreement, the Operator shall not use the Buses for any purpose other than the Bus Service without the prior written permission of BBUTT.

5. ROLE, RESPONSIBILITIES AND OBLIGATIONS OF THE OPERATOR & BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)

- 5.1. The Operator's role, responsibilities and obligations relating to the Project are provided herein below:
 - i. The Operator shall take possession of the Buses for the purposes of operating and maintaining the Bus Service and adhere to requirements for the implementation of the Project as provided in this Agreement.
 - ii. The Operator agrees and confirms to cooperate with the third party contractors appointed by BBUTT for the purposes of establishing or operating any equipment, instruments or systems in the Buses or Project Facilities.

- iii. The Operator undertakes to comply with Applicable Laws in relation to the implementation of the Project and rendering of Bus Service, at all times during the Term of the Bus Operators Agreement.
- iv. The Operator shall ensure that the information (such as transit route maps, timings, timetables) regarding the Routes and frequency of Buses on particular Routes (including any changes) is made available to the public in a reasonably accessible manner.
- v. The Operator shall ensure that an accurate and complete record of the tickets issued and amount of Fare collected is maintained on a daily basis as provided in the Bus Operators Agreement.
- vi. The Operator shall ensure that all Taxes and Duties are paid in a timely manner and there are no arrears with regard to the Project.
- vii. The Operator shall ensure that it promptly pays any fines or penalties that may be imposed for any defaults in compliance with traffic rules or other Applicable Laws in relation to the operation of the Bus Service.
- viii. The Operator shall ensure that the Buses and Project Facilities are maintained in clean, safe and reliable condition during the Term of the Agreement.
- ix. The Operator shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for BBUTT within the Operator's organization and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project. It is clarified that information of such officer(s) shall be communicated in writing by the Operator to BBUTT within 15 (fifteen) working days from the Appointed Date.
- x. The Operator shall provide full assistance and cooperation at its own cost to BBUTT to get all the necessary Applicable Clearances and Bus Permit (including any renewals) during the Term of this Agreement or any even after the Termination or expiration of the Term of this Agreement.
- xi. The Operator shall have the right to advertise on Buses (as per the applicable Advertisement Rules & Regulation in the city of Balasore and Bhadrak) but the same will be regulated by the BBUTT. 20% of the Revenue generated from Advertisement on Buses will go to the BBUTT and the rest 80% to the Operator. Additionally:
 - a. during the term of this Agreement, the Project shall at all times, subject to and in accordance with the terms hereof, be known and designated, as 'BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)' or by such other name, as from time to time may be determined by BBUTT in its sole discretion (hereinafter referred to as the "Brand") and the Operator shall ensure that the Buses always use and display the Brand in the manner prescribed by BBUTT;
 - b. the Operator hereby warrants, covenants and undertakes that at no time, during the term of the Agreement, or post the expiry / termination of this Agreement, for whatever reason, the Operator shall make or be entitled to make any claim to the trade name or the Brand and alike or any part of the name or names under which BBUTT is carrying on the business nor shall the Operator use a part of the style of its business any name(s), the

Brand or logo(s), designs, manuals, technical know-how, or sign(s), which is or which are deceptively or confusingly similar to the Brand;

- c. nothing in this Agreement will ever be construed as giving the Operator any right, title or interest in whatsoever in or to the Brand or giving the Operator or others permission to use the same or any colourable imitation thereof in any manner, except in accordance with and during the subsistence of this agreement or with the prior written approval of BBUTT. The Operator will not use the Brand, as part of its corporate or other formal business name, except as may result as a consequence of the Operator operating the Bus Service under the Brand as per this Agreement. The Operator will not register or attempt to register the Brand in any state, nation or political subdivision thereof. The use by the Operator of the Brand outside the scope of this Agreement, without BBUTT's prior written consent, will be an infringement and/or passing off of BBUTT's right, title and interest in and to the Brand, and the Operator expressly covenants that during the term of this Agreement, and after the expiration or termination thereof, the Operator will not, directly or indirectly, commit an act of infringement or passing off or contest or aid in contesting the validity or ownership of the Brand, or take any other action in derogation thereof; and
- d. The Operator shall be responsible for the advertising, promotion and marketing of the Project including Bus Service including publicity material, poster, brochure, leaflet, press release, hoarding and any other promotional material. The Operator shall also be solely responsible for all cost, monetary or other, related to any advertisement, publicity material, poster, brochure, leaflet, press release and stationery item, including production, designing and releasing costs. All advertising and promotion and any other marketing activity conducted by the Operator in any manner or medium shall conform to such standards and requirements as are specified and approved in writing in advance by BBUTT.
- xii. It is agreed and understood by the Parties that the Operator shall enter into an annual maintenance contract with the manufacturer of the Buses or other reputed service provider within 30 days of the Appointed Date in consultation with BBUTT in respect of all the Buses in the Fleet, at its cost and expense and maintain it throughout the Term.
- xiii. The Operator undertakes to provide any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation management and maintenance of the Bus Service and the implementation of the Project, other than the equipment, spare parts or supplies covered under the annual maintenance contracts as provided in the previous sub **clause 5.1. xii** herein above. For this purpose, BBUTT may permit designated space to be used within the Bus Depot by the Operator for parking. It is clarified that all the costs including costs relating to the equipment, material and consumables shall be solely borne by the Operator and the said facility will exclusively be used for the maintenance of the Buses being operated by the Operator under this Agreement. The operator will have to install an automated Global Positioning System (GPS) based vehicle tracking system as prescribed at his/her own cost to enable

BBUTT to check deviations from schedule and itinerary of buses and to enable the passengers to get real time information about movement of passenger coaches.

- xiv. The Operator shall ensure that the Bus Service is operated and maintained so as to comply with the Service Standards. The Operator will be required to ensure that the Buses are maintained in a road worthy condition that would ensure safe operation of the Buses on the roads at all times. Also the Operator shall ensure that the operation and running of Buses is uninterrupted, continuous and is not suspended or stopped in any manner (except as permitted under the terms and conditions of the Bus Operators Agreement).
- xv. The Operator shall ensure that the employees, workmen, personnel and staff who are employed (including sub-contractors) for the purposes of the implementation of the Project have the necessary qualifications and credentials, as per BBUTT's requirements and as per Applicable Laws. The Operator shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed (including sub-contractors) for the purposes of implementing the Project. The Operator shall ensure that all personnel and staff are under constant supervision so as to provide the Bus Service in a safe manner to the public. It is clarified, that the Operator shall only be able to appoint sub-contractor provided the Operator has obtained prior written approval of BBUTT, in this regard.
- xvi. The Operator shall at its own cost provide operational and maintenance training at regular intervals to all employees, workmen, personnel and staff in relation to implementation of the Project.
- xvii. The Operator shall enforce a dress and appearance code approved by BBUTT in writing. The Operator shall provide at its own cost and expense uniforms and shall ensure that clean uniforms shall be worn by drivers, conductors and any other personnel and staff employed (including sub-contractors) at all times when they are on duty and doing any act in relation to providing the Bus Service under this Agreement.
- xviii. The Operator undertakes to attend conventions, sessions, conferences or meetings organized/hosted by BBUTT and expenses (including but not limited to travel, lodging and boarding) would be borne solely by the Operator. It is clarified that BBUTT will provide prior written notice of 10 (ten) days to the Operator for attending any such convention, sessions, conference or meeting.
- xix. It is clarified that BBUTT shall undertake periodic certifications of all the employees, workmen, personnel and staff who are employed (including sub-contractors) by the Operator for implementation of the Project, based on the documentation provided by the Operator regarding each of its employee workmen, personnel and staff. The Operator undertakes that no such workmen, personnel and staff shall be involved in the Project unless such workmen, personnel and staff is certified by BBUTT.
- xx. The Operator shall adopt a proper complaint grievances redressal mechanism. The Operator shall maintain a record of all the complaints and will at its own cost commence

investigation within 3(three) days of receipt of complaint and shall be recorded in a fair and accurate manner. The Operator should respond in writing within 7 (seven) days of the receipt of the complaint with the proposed course of action/relief to be provided to the complainant. All complaints of a sensitive nature shall be dealt at the Operator's managerial level and in case there is no suitable course of action taken by the Operator within 14 (Fourteen) days of receipt of such complaint, the matter shall be handled by BBUTT, at the Operator's cost and risk. The nature and information of complaints shall be kept confidential by the Operator except as otherwise required to be disclosed under the Applicable Laws.

- xxi. The Operator shall provide a summary of all the complaints and the written responses received on a monthly basis to BBUTT. BBUTT shall review the complaints received and the written responses with the course of action taken by the Operator. In the event that course of action that has been taken by the Operator is not appropriate, BBUTT shall direct the Operator to take a suitable action.

5.2. BBUTT agrees to observe, comply and perform the following:

- i. H &UDD shall procure Buses for the purposes of the implementation of the Bus Services and hand over the possession to the Operator for a limited purpose of enabling it to operate and maintain the Bus Services as per this Agreement;
- ii. BBUTT shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for the Operator within BBUTT's organization and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project;
- iii. BBUTT shall conduct regular inspections at any time during the Term of the Agreement of the Buses and the Project Facilities; and these will include random daily inspections on the buses by dedicated personnel to detect and eliminate ticketless travel.
- iv. BBUTT shall obtain all Applicable Clearances and Bus Permits that may be required, from time to time, for enabling the Operator to operate and maintain the Bus Services. All the Applicable Clearances and Bus Permits so obtained shall be kept in full force and effect for the relevant period during which the Operator is implementing the Project. Provided, however, all such Applicable Clearances and Bus Permits shall be procured in the name of BBUTT or its nominee and not transferred or assigned to the Operator at any stage during the subsistence of this Agreement. BBUTT will be entitled to immediately recover the costs incurred for securing Applicable Clearances and Bus Permit (and keeping such Applicable Clearances and Bus Permits valid during the Term), from the Operator.

6. Routes & Frequency of Buses

- 6.1. The Operator shall ensure that the Buses are operated on the said Routes and at the stipulated frequency in accordance with the specified Service Standards and

Schedule of Operation. It is clarified that BBUTT shall determine the Routes and frequency of Buses on particular Routes.

- 6.2. The Operator may submit a proposal for determination of Routes and frequency of Buses on particular Routes to BBUTT based on data such as passenger load, traffic congestion etc. at the end of each Operating Year.
- 6.3. BBUTT in consultation with the Operator may change the Routes and frequency of Buses on particular Routes. It may also consider the proposal submitted by the Operator for the change of Routes and frequency of Buses on particular Route. In the event BBUTT changes the Routes and frequency of Buses on particular Routes, BBUTT shall inform the Operator 15 (Fifteen) days in writing before the implementation of such changes in the Routes and frequency of Buses on particular Routes. It is clarified that any change in the number of buses due to change/additions in the Route shall be mutually decided by BBUTT and the Operator.
- 6.4. It is agreed between the Parties that any change in the Route including change in Route due to any special events shall be subject to prior written approval of BBUTT.
- 6.5. In case any change in Routes or Schedule of Operation warrants additional buses, the procurement, operation and maintenance as also the Monthly premium per bus shall be mutually agreed between the Operator and the BBUTT at that point of time. In the event of non-agreement on such mutually acceptable terms, the BBUTT shall reserve the right of inviting competitive bids for the operation of the additional buses without first right of refusal to the existing operator.

7. Use of Project Facilities

- 7.1. Subject to the terms and conditions as contained in this Agreement, BBUTT hereby grants to the Operator only the right to access and use the Bus Stop, Bus Terminal and Bus Depot. Further, the Operator confirms that the Operator shall use the Project Facilities as per various guidelines issued by BBUTT from time to time. By virtue of the aforementioned, BBUTT further permits the Operator to use the common areas in the Bus Depot along with the other occupants of the Bus Depot, if any.
- 7.2. Nothing contained herein shall confer or be deemed to confer any right to possession or any other right, upon the Operator, with respect to the property in the Bus Depot, Bus Stops and Bus Terminals. Nothing contained herein shall confer or be deemed to confer any right for the Operator to sub-license, lease and sub-lease or make available in any other form the Bus Depot, Bus Stops and/or Bus Terminal to any Third Party, except as expressly permitted in writing by BBUTT.
- 7.3. The Operator shall use the Bus Depot, Bus Stops and Bus Terminals only and exclusively for the purpose of providing Bus Service and implementation of the Project during the Term of the Agreement.

- 7.4. The Operator shall not do nor cause any damage or waste in the Bus Depot, Bus Stops and/or Bus Terminals or do any act which will in any way be prejudicial to the rights of BBUTT or other users/occupants of the same.
- 7.5. The Operator shall be fully responsible for all civil and criminal liabilities arising out of its operation/use of the Bus Depot, Bus Stops and Bus Terminals and its exercise of the rights contained under Clause 7, as also for all and every act resulting in any damage, injury or harm physical or legal, on account of any acts of any of its personnel and/or persons connected with the Operator and/or trespasser(s) and/or any other persons connected with the Operator.
- 7.6. The Operator shall be responsible for the maintenance, upkeep, repair and security of the Bus Depot along with all the equipment and material within the Bus Depot including the Buses.
- 7.7. It is agreed and understood by the Operator that the rights granted under this Clause 7 to the Operator by BBUTT as part of the Project shall be co-terminus with the Term of this Agreement. Upon expiration or Termination of the Agreement the Operator will hand over the Bus Depot to BBUTT in the same state and condition as it was at the time of the Appointed Date (normal wear and tear excepted).

8. Fares

- 8.1. The Operator shall charge Fares from the Passengers of Bus Service at the maximum as per the Fare structure given in **Schedule 5** and in compliance with the Applicable laws. The Fares would be collected and tickets would be issued to the Passengers through a specialized hand-held device/ Electronic Ticket Vending Machines (“ETVM”). It is clarified that ETVMs will be procured by the Operator at its own cost and would also be responsible for its maintenance and repair of ETVM and would at all times comply with the specifications and conditions provided in **Schedule 6** of this Agreement. The number of ETVMs the operator requires to procure is equivalent to the number of buses in the route + 10 percent extra. It is agreed by the Parties that the Operator shall be entitled to all the Fare collected from sale of tickets under the Project, subject to payment of the Monthly premium per bus per bus to BBUTT.
- 8.2. Fare may be revised based on automatic fare revision formula within stipulated time and conditions. The Operator shall have the option to submit a report to BBUTT suggesting the Fare revision by 15th of January/ 15th of June each year. It is agreed and understood by the Operator that it will only be able to charge revised Fare from the Passengers once the same has been approved in writing by BBUTT and duly notified as per Applicable Laws.

9. Penalties

- 9.1. BBUTT shall verify compliance of all parameters, requirements, obligations and responsibilities enforceable against the Operator by virtue of the provisions of the Bus Operators Agreement. The Operator shall allow BBUTT representatives, personnel and contractors of BBUTT, complete access to the Operator’s facilities (including equipment, material, and personnel) and Buses to enable BBUTT to inspect, audit and

monitor the performance of the Operator. If the Operator is in default of the provisions of the Service Standards and/or Schedule of Operation, then BBUTT shall impose the applicable penalties as stipulated in Schedule 10 till such time as the default has been cured to the satisfaction of BBUTT. If the Operator does not rectify the default within the stipulated cure period or if the default is of a nature that is not capable of rectification, it shall be treated as a Material Breach and BBUTT shall have the right to terminate the Bus Operators Agreement in accordance with the terms hereof.

9.2. In the event, the Bus is damaged beyond economic repair then BBUTT or its nominee shall provide replacement Bus to the Operator at no additional cost to the Operator, provided the damage caused to the Bus is not due to the negligence of the Operator's employees, staff, workmen and driver (including sub-contractor, if any), otherwise the cost of new Bus shall be solely borne by the Operator although it shall be in the name of BBUTT or its nominee.

9.3. The procedure for payment and collection of penalties shall be as follows:

- i. BBUTT will prepare and will send to the Operator a written notice imposing the penalties, as and when the circumstances so arise, together with an explanation of the facts identified that have led to the imposition of the penalties.
- ii. BBUTT shall immediately recover all penalties imposed from the Operator and shall issue a receipt to the Operator in this regard, in the manner provided in this Agreement.
- iii. In the event that the Operator has any objection, it will report directly to mechanisms of dispute resolution of the Bus Operators Agreement. Provided, however, that the Operator agrees that the recourse of dispute resolution mechanism or any other grievance mechanism will not prevent, BBUTT from immediately adjusting the penalty against payments due to the Operator by BBUTT, but it will be understood that if the imposition of penalty by BBUTT is defeated, it will refund to the Operator, the principal amount plus the amount of interest at the rate of SBI PLR on the same, which will be accrued from the moment that the fact or circumstance that caused the penalty has occurred until the date of effective payment.
- iv. In any event, the imposition and adjustment of such penalties from amounts payable to the Operator will not relieve the Operator of its obligation of full compliance with the responsibilities and liabilities that arise from the Bus Operators Agreement.

10. Accounts

10.1. Operator shall provide all the fees including Monthly premium per bus and all penalties or levies (if any) to the BBUTT on a monthly basis and deposit the same in the account specified by the BBUTT.

10.2. The Operator shall provide BBUTT two (2) certified copies of its audited balance sheet and profit and loss account along with a report thereon by its statutory auditors, within 120 (one hundred and twenty) days of the close of each Operation Year to which they pertain, including the accounts related to the First Operation Year and the Last Operation Year.

- 10.3. The Operator agrees that BBUTT or its agents shall, at all reasonable times, have the right to examine and/or audit the books and accounts of the Operator to verify the figures reported and to inspect any other records pertaining to the activities carried out in pursuance of this Agreement. In addition, BBUTT shall be entitled to appoint an auditor to audit the accounts and records of the Operator on a quarterly basis or at such intervals as may be decided by the Parties, subject to the following provisions:
- i. The Operator shall extend full necessary co-operation to such auditor to enable him /her to perform his / her duties
 - ii. The Operator shall make available to such auditor all its accounts and records;
 - iii. On receipt of the report of the auditor, the Operator shall be entitled to address queries in respect of any points raised by the auditor and the Operator shall satisfy the auditor in regard to aforesaid points.
- 10.4. If the audit discloses any violation of an obligation by the Operator under this Agreement, the same shall be brought to the notice of the Operator by BBUTT or the auditor, and the Operator shall remedy the lapse to the satisfaction of BBUTT or the auditor within 1 (one) month from the date the violation is brought to the notice of the Operator. If the Operator does not remedy the lapse to the satisfaction of BBUTT, this will be considered a Material Adverse Effect.
- 10.5. The Operator shall maintain and preserve during the Term of this Agreement full, complete, and accurate books, records, and accounts prepared in accordance with generally accepted accounting principles consistently applied including the records mentioned in this in Clause
- 10.6. The Operator shall, during the Term of the Bus Operators Agreement, maintain complete and accurate records, including but not limited to the following and provide periodic reports in the manner required by BBUTT:
- i. The details of the tickets/passes/cards issued to the Passenger;
 - ii. The amount of Fare collected during each shift of the Bus on a particular Route;
 - iii. The details of the frequency of Buses on a particular Route;
 - iv. The passenger load on each Route;
 - v. The details of each person working or connected with providing Bus Service on a particular Route;
 - vi. The total quantity and receipts of fuel used by each Bus;
 - vii. Maintenance (including any repair work) details in relation to Buses and any equipment and machines used in the Buses and Project Facilities;
 - viii. All its receipts from all sources derived or on account of the Project, income, expenditure, payments and assets and liabilities, in accordance with the Bus Operators Agreement, the Applicable Laws and good industry practice and
 - ix. Any other matter specified by BBUTT.

11. Performance Guarantee

- 11.1. For due and complete performance of its obligations, the Operator shall deliver to BBUTT, simultaneously with the execution of this Agreement, an irrevocable and unconditional bank guarantee from a scheduled bank acceptable to BBUTT for a sum of Rs 30, 00,000 (Rupees Thirty Lakhs only) (hereinafter referred to as the "Performance Guarantee"), in the form set forth in **Schedule 4** of this Agreement.
- 11.2. The Performance Guarantee shall be kept valid for the entire Term of this Agreement. The Performance Guarantee shall be appropriated and encashed by BBUTT in the event of any loss, damage or claim suffered by BBUTT due to breach of terms and conditions of this Agreement by the Operator, including Material Breach of this Agreement being committed by the Operator.
- 11.3. The Performance Guarantee shall be returned to the Operator after a maximum of 6 (six) months following the expiration of the Term, pursuant to adjustment of any damages, losses or claims suffered by BBUTT, if any.

12. Force Majeure and Change in Law

12.1. Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultancy firm/agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or inability to make any payment required

12.2. Notice of Force Majeure Event

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

- i. the nature and extent of the Force Majeure Event;
 - ii. the estimated duration of the Force Majeure Event;
 - iii. the nature of and the extent to which, performance or any of its obligations under the Bus Operators Agreement is affected by the Force Majeure Event;
 - iv. the measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and
 - v. Any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under the Bus Operators Agreement.
- b) As soon as practicable and in any case within five (5) days of notification by the Affected Party in accordance with the preceding Sub-Clause (a), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection / survey of the Project Facilities and Buses in order to:
- i. assess the impact of the underlying Force Majeure Event;
 - ii. to determine the likely duration of Force Majeure period; and
 - iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.
- c) The Affected Party shall during the Force Majeure period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding Sub-Clause (b) as also any information, details or document, which the other Party may reasonably require.

12.3. Performance of Obligations

- a) If the Affected Party is wholly or partially unable to perform any of its obligations under the Bus Operators Agreement because of a Force Majeure Event, it shall be excused from performance of such obligation to the extent it is unable to perform the same on account of such Force Majeure Event provided that:
- i. due notice of the Force Majeure Event has been given as required by the preceding **Clause 12.2**
 - ii. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
 - iii. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the Project Facilities and Buses as a result of the Force Majeure Event and to restore the Project Facilities and Buses to their original state (normal wear and tear excepted);
 - iv. when the Affected Party is able to resume performance of its obligations under the Bus Operators 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;

- v. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with the Agreement;
- vi. Any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure.

12.4. Termination due to Force Majeure Event

- a) If a Force Majeure Event continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 consecutive days, the Parties may mutually decide to terminate the Bus Operators Agreement or continue the Bus Operators Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, either Party shall after the expiry of the said period of 120 consecutive days, be entitled to terminate the Bus Operators Agreement by giving written notice to the other Party.
- b) If the Party having the right to do so decides to terminate the Bus Operators Agreement pursuant to the preceding sub-clause 12.3(a), it shall issue Termination Notice setting out:
 - i. in sufficient detail the underlying Force Majeure Event;
 - ii. the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
 - iii. the estimated termination payment including the details of computation thereof;
 - iv. Any other relevant information.
- c) Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:
 - i. the termination payment, if any, payable by BBUTT in accordance with the following Clause (d) is paid to Operator on the Termination Date; and
 - ii. the Operator shall hand over to BBUTT possession of all the Project Facilities and Buses on the Termination Date free from all Encumbrances.

12.5. Liability for other losses, damages etc. Save and except as expressly provided in this Clause 12, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

13. Events of Default

13.1. Event of Default means an Operator Event of Default and/or BBUTT Event of Default, as the context may admit or require.

13.2. The Operator Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event (“Operator Event of Default”):

- i. The Operator is in/commits a Material Breach of the Bus Operators Agreement,

- ii. Any representation made or warranties given by the Operator under the Bus Operators Agreement, is found to be false or misleading,
- iii. the Operator, any of its creditors or any other eligible party files for the Operator's liquidation, winding up, receivership, reorganization, compulsory composition or dissolution in case of such a proceeding by a creditor or any other eligible party and such filing is not revoked or discharged within 90 (ninety) days from such filing,
- iv. levy of an execution or restraint on the Operator's assets which has or is likely to have Material Adverse Effect and such execution or restraint remaining in force for a period exceeding 60 (sixty) days,
- v. amalgamation of the Operator with any other company or reconstruction/restructuring or transfer of the whole or part of the Operator's undertaking (other than transfer of assets in the ordinary course of business) without BBUTT's prior written approval; provided, if the amalgamated entity, reconstructed/restructured entity or the transferee, as the case may be, has the financial and technical ability demonstrated to the satisfaction of BBUTT, to undertake, perform/discharge the obligations of the Operator under the Bus Operators Agreement, BBUTT shall not unreasonably withhold the necessary approval,
- vi. the Operator repudiates the Bus Operators Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Bus Operators Agreement,
- vii. the Operator has delayed payments that has fallen due under the Bus Operators Agreement beyond the specified time period or if not so specified beyond 90 (ninety) days of the due date,
- viii. the Operator is adjudged bankrupt or insolvent,
- ix. The Operator does not attend to or abandons the Project for a consecutive period of 90 (ninety) Business Days other than in a Force Majeure Event.

13.3. BBUTT Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event ("BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)Event of Default"):

- i. BBUTT is in Material Breach of its obligations under the Bus Operators Agreement, or
- ii. Any representation made or warranties given by BBUTT under the Bus Operators Agreement is found to be false or misleading.

13.4. Rights of Parties Upon the occurrence of the Operator Event of Default which is not remedied after following the procedure set out in Clause 13.6 and/or 13.8 (as the case may be), BBUTT shall without prejudice to any other rights and remedies available to it under the Bus Operators Agreement or law be entitled to terminate the Bus Operators Agreement pursuant to Clause 14.

- i. Upon the occurrence of BBUTT Event of Default which is not remedied after following the procedure set out in Clause 13.6 and/or 13.8 (as the case may be) to the extent applicable, the Operator shall without prejudice to any other rights and

remedies available to it under the Bus Operators Agreement be entitled to terminate the Bus Operators Agreement pursuant to Clause 14.

- ii. Provided that before proceeding to terminate the Bus Operators Agreement, the Party entitled to do so shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under the Bus Operators Agreement and the circumstances in which the same has occurred.

13.5. Consultation Notice

Either Party exercising its right under Clause 13.4 shall first issue to the other Party a notice in writing specifying in reasonable detail the underlying Event of Default(s) and proposing consultation amongst the Parties to consider possible measures of curing or otherwise dealing with the underlying Event of Default (“**Consultation Notice**”). The Party committing the Event of Default that gives rise to the Consultation Notice can cure the relevant Event of Default within 90 days of receiving Consultation Notice.

13.6. Remedial Process

Following the issue of Consultation Notice by either Party, within a period not exceeding 90 days or such extended period as they may agree the Parties shall endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Event of Default (“**Remedial Period**”). Without prejudice to this, if the underlying event is Operator Event of Default, the Parties shall endeavour to arrive at an agreement as to one or more of the following measures and/or such other measures as may be considered appropriate by them in the attendant circumstances:

- a) The change of management or control/ownership of the Operator.
- b) The replacement of the Operator by a new Operator (“Substitute Entity”) under this Clause 13.6(b) on terms no less favourable than those contained in the Bus Operators Agreement. The specific terms and conditions on which the Substitute Entity would be appointed shall include:
 - i. the criteria for selection of the Successful Bidder as provided in RfP,
 - ii. the transfer of rights and obligations of the Operator surviving under the Bus Operators Agreement to the Substitute Entity,
 - iii. handing over of the assets (including but not limited to Project Facilities, Buses and any other equipment/communication system and material that is used in relation to the implementation of the Agreement) to the Substitute Entity,
 - iv. assumption by the Substitute Entity of the outstanding obligations of the Operator,
 - v. assumption by Substitute Entity of any amounts due to BBUTT from the Operator under the Bus Operators Agreement, and
 - vi. Substitute Entity providing fresh Performance Guarantee.

13.7. Obligations during Remedial Period During the Remedial Period, the Parties shall continue to perform their respective obligations under the Bus Operators Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

13.8. Revocation of Consultation Notice

If during the Remedial Period the underlying Event of Default is cured or waived or the Parties agree upon any of the measures set out in Clause 13.6, the Consultation Notice shall be withdrawn by the Party who has issued the same and the Event of Default shall not lead to Termination of the Bus Operators Agreement, unless otherwise agreed by BBUTT in its sole and absolute discretion.

13.9. Termination Due to Events of Default

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived nor the Parties have not agreed upon any of the measures in accordance with Clause 13.6 the Party who has issued the Consultation Notice shall have the right to terminate the Bus Operators Agreement, in which event, the provisions of Clause 14 shall, to the extent expressly made applicable, apply.

13.10. Time period available to Operator for Remediation and Replacement

The total time period available for the Operator for remediation under Clause 13.6 shall not exceed 365 days from the date of remediation notice unless agreed otherwise by BBUTT.

14. Termination and Expiry of Agreement

14.1. Termination Procedure

The Party entitled to terminate the Bus Operators Agreement (which would occur only after following the process stipulated above) either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing (“**Termination Notice**”) to the other Party. The Termination Notice shall be of not less than 60 (sixty) days and not ordinarily be more than 90 (ninety) days (“**Termination Period**”) and at the expiry of the Termination Period, the Bus Operators Agreement shall stand terminated.

14.2. Obligations during Termination Period

During Termination Period, the Parties shall continue to perform such of their respective obligations under the Bus Operators Agreement which are capable of being performed.

14.3. Requisitions for Information

Upon issue or receipt, as the case may be, of the Termination Notice either as a consequence of a Force Majeure Event or as a consequence of an Event of Default, BBUTT shall by a notice in writing (“**Requisition**”) call upon the Operator to furnish the following information to BBUTT to enable BBUTT to estimate the outstanding liabilities/assets of the Operator:

- a) The particulars of the Fleet;
- b) The particulars of all the major contracts in relation to the various aspects of the implementation of the Project;
- c) The particulars of the entire loan and other financing documents entered into with respect to the Project
- d) Data or records (to be specified by BBUTT) regarding the establishment, operation and maintenance of the Project and the Project Facilities;
- e) Any other information or records (to be specified by BBUTT) regarding Operator and/or the transferees and its/their business, assets and liabilities.

The Operator shall within a period of 60 (sixty) days of receipt of Requisition furnish the particulars called for by BBUTT.

14.4. Consequences of Termination

a) Transfer of Assets

1) On the Termination Date, the Operator shall subject to the provisions of the Bus Operators Agreement:

- a. In the event of termination of the Bus Operators Agreement, in the event that BBUTT so desires, in the interest of keeping the Bus Services provided by Operator running during their transition to BBUTT, the Operator and BBUTT will meet no later than once every fortnight to evolve and activate a transition plan to run the Bus Services. This arrangement will continue for a period of no longer than 180 days after the termination by BBUTT.
- b. Ensure transfer, assign and deliver to BBUTT or its nominated agency, free and clear of any Encumbrances, the vacant and peaceful possession of the Project Facilities along with the Buses, facilities and civil structures constructed as part of the Project, in original state (normal wear and tear excepted). In the event of any damage, the Operator shall be liable to make good all such damages.
- c. In case of Termination of the Agreement after the completion of the Term of the Agreement, after 7 years the buses will be transferred to the operator as given in Clause 3.3.

d. To the extent possible assign to BBUTT or its nominated agency at the time of transfer all un-expired guarantees and warranties by any subcontractors and suppliers and all insurance policies.

2) It is clarified that the liabilities of the Operator, including without limitation liabilities relating to labour and personnel related obligations of the Operator and the Persons claiming through or under the Operator shall not be taken over by BBUTT or its nominated agency. All such labour and employees shall continue to be the responsibility of the Operator/such Persons even after the expiry of the Term and they shall have no claim to any type of employment or compensation from BBUTT or BBUTT's nominated agency.

b) Project Agreements

The Operator shall at the cost of BBUTT or its nominated agency transfer/assign such of the Project agreements which (i) are valid and subsisting, (ii) capable of being transferred/assigned, (iii) BBUTT or its nominated agency has chosen to take over in its favour. The Operator shall entirely, at its cost, terminate all such Project agreements which are not transferred/ assigned to BBUTT or its nominated agency.

c) Transfer Costs

- i. The Project and all assets (including assets pertaining to sub authorization) shall be transferred to BBUTT or its nominated agency, subject to the termination compensation, as applicable, having been paid by BBUTT to the Operator
- ii. BBUTT or its nominated agency shall be responsible for the costs and expenses, including stamp duties, taxes, legal fees and expenses incurred in connection with the transfer of the Project and any assets in relation to the Project by the Operator to BBUTT or its nominated agency.

14.5. Termination Payments

Upon Termination of the Agreement (in accordance with the provisions of Clause 13 and 14 of the Agreement) on account of Operator Event of Default, BBUTT shall have the right to enforce/encash the Performance Guarantee.

14.6. Accrued Rights of Parties

Notwithstanding anything to the contrary contained in the Bus Operators Agreement, any termination of the Bus Operators Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under the Bus Operators Agreement, including without limitation those relating to the termination payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

15. Indemnity

15.1. Indemnity by the Operator

Without prejudice to the generality of Clause 15.4, the Operator shall indemnify and hold BBUTT harmless, from any and all claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Operator or any subcontractor and their respective employees and damage to or destruction of any property or equipment of the Operator or its subcontractors and their respective employees arising during or as a result of the performances or non- performance of the Bus Operators Agreement from any cause whatsoever provided that this clause shall not apply to injury, death, damage or destruction to the extent caused by the negligence, default or omission of BBUTT or its employees.

15.2. Indemnity -Third Party

Without prejudice to the generality of Clause 15.4, the Operator shall indemnify and hold BBUTT harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party/Person and the damage to or destruction of any property of any third Person arising directly or indirectly as a result of any negligence, default or omission of the Operator or its employees or/and agents.

15.3. Non-Compliance with Laws

Without prejudice to the generality of Clause 15.4, the Operator shall indemnify and hold BBUTT harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed against BBUTT by reason of the failure of the Operator to comply fully with all clearances save to the extent such failure was caused by the negligence, default or omission of BBUTT or its employees and/or agents.

15.4. General Indemnity

Subject to the exclusions and limitations of liability in this clause, the Operator shall indemnify and hold BBUTT harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by BBUTT arising whether directly or indirectly as a result of the breach by the Operator of any of the Operator's obligations under the Bus Operators Agreement save to the extent such claims, liabilities, costs, damages and expenses were caused by the negligence, default or omission of BBUTT or its employees and/or agents.

Notwithstanding the occurrence of the Termination Date, the Operator shall indemnify and hold BBUTT harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by BBUTT under Clause 15.4 of the Agreement.

16. Insurance

16.1. Operator's Insurance

- i. The Operator (at its own cost during the Term) shall effect and maintain in full force and effect policies of insurance in respect of claims for personal injury to or death of any person employed by the Operator and arising out of such employment, third party liability insurance and such other insurances (including but not limited to workers compensation, employer's liability and commercial general liability) as may be required by Applicable Law or prudent utility practices.
- ii. BBUTT or its nominee shall effect and maintain in full force and effect policies of insurance for workers compensation, employer's liability, automobile and commercial general liability insurance and such other insurances as may be required by Applicable Law in relation to the Project. It is clarified that the cost of such insurance policies will be borne solely by the Operator and BBUTT shall be entitled to immediately recover such amounts from the Operator as per terms of this Agreement.

16.2. General Requirements of Operator's Policies

The Operator shall:

- i. Whenever required by BBUTT, produce the policies or certificates of any insurance which it is required to effect under the Bus Operators Agreement together with receipts for the monthly premium per bus;
- ii. Effect all such insurances with an insurer and on terms approved by BBUTT and, if required by BBUTT, in the joint names of BBUTT and any other person nominated by BBUTT;
- iii. Without prejudice to the generality of above paragraph procure that each policy of insurance contains a clause in terms approved by BBUTT providing that it shall not as against BBUTT (and such others as BBUTT may reasonably require to be a named party to the insurance) be invalidated by any act, breach, omission, neglect or failure of the Operator or, in the case of such others, by the Operator or BBUTT;
- iv. procure that each policy of insurance contains a clause under which the insurers waive subrogation rights against BBUTT, its contractors (other than the Operator), their respective affiliates and any employee of any of them and such others as BBUTT shall reasonably nominate;
- v. procure that each policy of insurance contains a clause providing that if the policy is cancelled, or allowed to lapse or suspended for any reason whatsoever, or any change is made in coverage which adversely affects the interests of BBUTT (and such others as BBUTT shall reasonably specify) such cancellation, lapse, suspension or change shall not be effective as to BBUTT (and such others as BBUTT shall reasonably specify) for not less than one month after receipt by BBUTT (and such others as BBUTT

- shall reasonably specify) of written notice from the relevant underwriters or insurers of such cancellation, lapse, suspension or change;
- vi. make no material alterations to the terms of any such insurance without BBUTT's approval; and
 - vii. procure that each policy of insurance is primary without right of contribution from any other insurance which is carried by BBUTT or the Operator (or such others as BBUTT shall reasonably specify).

16.3. Compliance with Policies

The Operator shall comply with the conditions of any insurance policy to be affected under the Bus Operators Agreement and shall not at any time do or omit to do anything whereby any insurance taken out under the Bus Operators Agreement would be rendered void or voidable or suspended, impaired or defeated in whole or in part.

16.4. Remedies for Failure to Insure

If at any time and for whatever reason any of the insurances required to be maintained pursuant to Clause 16.2 shall not be in full force and effect, then, without prejudice to any other right of BBUTT, may at any time whilst such failure is continuing, procure such insurances at the expense of the Operator and take such steps with respect of such insurances as BBUTT may consider expedient or necessary. Any amounts expended by BBUTT in procuring any such insurance or taking any such steps shall become immediately due and payable by the Operator to BBUTT.

16.5. Notification of Claims

BBUTT and the Operator shall give each other prompt notice of any claim relating to any insurance affecting the Project Facilities and Buses together with full details of the incident giving rise to such claim and shall afford to the other all such assistance and information as may be reasonably required for the preparation and negotiation of insurance claims.

16.6. No Breach of Insurance Obligation

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

17. Dispute Resolution Procedure

17.1. If any dispute or difference or claims of any kind arises between the Parties 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 the Bus Operators Agreement, or the rights, duties or liabilities of any Party under the Bus Operators Agreement, whether before or after the termination of the Bus Operators 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.

17.2. In the event the dispute or difference or claim, as the case may be, is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within 30 (thirty) days of reference for amicable settlement, the same shall be brought to the notice of **Housing and Urban Development Department, Government of Orissa (H&UDD)**, whose decision in this regard shall be final and binding on both the Parties.

18. Governing Law & Jurisdiction

The Bus Operators Agreement shall be construed and interpreted in accordance with and governed by the laws of India, only the courts in Balasore shall have jurisdiction to try all disputes and matters arising out of an under the Bus Operators Agreement.

19. Schedules

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

20. Notices

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

To:

Chief Executive Officer (CEO),

BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT), Balasore Municipality,
Balasore, Odisha.

To the Operator:

or at such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time.

21. Counterparts

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

22. Assignment

- a) Subject to Sub-Clause (b) below, no assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part by any Party without the written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.
- b) The Parties hereby agrees that Operator does not have any right, title or interest over the Buses or any other Project Facilities provided by BBUTT or procured for and on behalf of BBUTT.
- c) The Operator cannot create any form of Encumbrance in favour of any third party on the following:
 - i. On any Buses or Project Facilities provided by BBUTT;
 - ii. On any asset in relation to the Project that has been procured for and on behalf of BBUTT; and
 - iii. Land that belongs to BBUTT and has been provided by BBUTT to the Operator for the purposes of the Project.

23. No partnership

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

24. Severability

- 24.1. 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, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.
- 24.2. The Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted, as nearly as is practicable, to such invalid, illegal and unenforceable provision. Provided failure to agree upon any such provisions

shall not be subject to the dispute resolution procedure under this Agreement or otherwise.

25. Representation and Warranties

25.1. Representation and Warranties of BBUTT

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

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

25.2. Representation and Warranties of Operator

Operator hereby represents, assures, confirms and undertakes to BBUTT as follows:

- a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;
- b) That it has full power, capacity to execute, deliver and perform this Agreement and has taken all necessary Applicable Clearances (corporate, statutory or otherwise) to authorise the execution, delivery and performance of this Agreement;
- c) The each of its employees, workmen, personnel and staff (including sub-contractor) assigned to perform services as enshrined in this Agreement shall have proper skill, training and background for his/her level of competence so as to be able to perform and fulfill his/her responsibilities in a competent and professional manner. Further, all remuneration, salary, costs and expenses of such employees, workmen, personnel and staff shall be borne solely by the Operator;
- d) Nothing in this Agreement conflicts with its memorandum and articles of association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- e) This Agreement will be valid, legal and binding against it under the Indian Law.

26. Miscellaneous

26.1. Amendments

No amendment or modification or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

26.2. Language

The language of this Agreement is English. All notices, correspondence, Project Agreements, documentation, Specifications and Standards, data, test reports, certificates and information in respect of this Agreement shall be in the English language. All other written and printed matter, communications, documentation, proceedings and notices etc. pursuant or relevant to this Agreement shall be in the English language.

26.3. 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.

26.4. Further Assurances

At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.

26.5. Interest and Right of Set Off and Lien

Any sum which is due and payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same is not paid within the time allowed for payment thereof, be deemed to be a debt owed by the Party responsible for such payment to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at the rate specified herein, and if not specified at the rate of **State Bank of India (SBI)** PLR plus 2% (two percent) per annum, from the due date and until the date of payment or otherwise realization thereof by the Party entitled to receive the same. Without prejudice to any other right or remedy available under this Agreement or under law, the Party entitled to receive such amount shall also have the right of set off.

Provided this provision for payment of interest for delayed payment shall not be deemed or construed to (i) authorize any delay in payment of any amount due by a party or (ii) be a waiver of the underlying breach of the payment obligations.

Provided further, in the event any sums whatsoever are due and owing to BBUTT from the Operator/transferees under this Agreement, BBUTT shall have the sole and absolute right to recover the same by appropriating such dues from the Performance Guarantee.

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

**Signed on behalf of BALASORE-
BHADRAK URBAN TRANSPORT
TRUST (BBUTT)** by the hand of its
authorized representative

_____ (Signature)

Signed on behalf of Operator by the
hand of its authorized representative

_____ (Signature)

SCHEDULE

SCHEDULE-1

BUS SERVICE AREA

Intra-City and Inter-City Routes

Route No.	From	Via	To	Distance (kms)
1	Balasore	Remuna Golai, Chhanpur, Kuruda, Sergarh, Khantapada, Panpana, Bahanaga, Bidu, Uttareswar Chhak, Station Square, Kanyashram Chhak, Anantapur Chhak, Chatrapur Chhak, Old Cinema Hall Chhak, Kajimohala Kua Chhak, Mobarakpur chhak, Chhadakmara road, Gopinathpur.	Soro	44
2	Balasore	NH-5, Kuruda Chhak, Jyoti Hospital, Meghadamru, Biseikhunta, ITI Chowk, Police Line Chowk, Railway Station Square, FM Golei, Bus Stand, Balia, Kalidaspur, Ganeshpur, Januganj, Remuna Golei, Trahi Achyut	Balasore	17
3	Balasore	Remuna Golei, Remuna Block, Remuna College, Mandir Chhak, Remuna Chhak, Hatiagandh, balasore Alloys, FM University	Mitrapur	12
4	Balasore	Kuruda, Enggineering College, sergarh, santa, Gadiamal, Nuagan (Ambudihia), Uldong, Baligohiri, Nilagiri, Kuhuni, Dhobasila, Baulagadia, Sajanagarh chandi mandir.	Nilgiri	35
5	Balasore	Chhanpur, Kuruda, Samkona, Kuruda, Jyoti Hospital, Meghadamru, Biseikhunta, ITI Chowk, ITI Road, IG Road, Gadgadia, Taziabad, Pir Road, Tigria, Mohan Nagar	Chandipur	16
6	Balasore	Remuna, Dharampur, Saraswatipur, Mangalapur, Sasanbad, Gambaria, Kasaba, Dahapada, Haripur, Galapola, Townhall Chhak, Nua Bazar, Over Bridge, Bus Stand	Remuna Golei	23

Source: Detailed Project Report for City Bus Service (Balasore-Bhadrak)

SCHEDULE-2

Schedule of Operation

Route No.1: Balasore to Soro

Route No.2: Balasore to Balasore (NH-5 to Remuna Golei)

Route No.3: Balasore to Mitrapur

Route No.4: Balasore to Nilgiri

Route No.5: Balasore to Chandipur

Route No.6: Balasore to Remuna Golei

The Schedule of operation may be decided after mutually agreed by the Private Operator and Regulator. The Trust has the right to decide the frequency of Bus Service.

SCHEDULE-3

Bus Specifications

Specifications: As per Urban Bus Specifications – II published by Ministry of Urban Development, Government of India.

SCHEDULE-4

Format for Performance Guarantee

(To be issued by a Scheduled Bank)

(On a Non-Judicial Stamp Paper as per value applicable)

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 its successors and assigns; **In favour of Chief Executive Officer (CEO), BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)**, having its registered office at **Balasore** hereinafter referred to as **BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)**, which expression shall unless it be repugnant to the subject or context thereof include successors and assigns.

- a) By the Bus Operators Agreement dated ----- (“the Operator Agreement”) entered into between BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) and M/s. _____, having its registered office at -----, hereinafter called “**the Company**”, the Company has been allotted bus route _____ (description of the bus route) in the for operation and maintenance of _____ number of city buses under the City Bus Services project.

- b) In terms of Clause [27] of the Request for Proposal (RfP) Document, the Company is required to furnish to BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT), an unconditional and irrevocable bank guarantee for an amount of **Rs. 15,00,000.00** (Rupees Fifteen Lakhs) for the city of _____ as security for performance/ discharge of its obligation under the Operators Agreement (“Performance Security”). At the request of the Company, the Guarantor has agreed to provide the Guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the Company of its obligations under the Bus Operator’s Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Operator’s Agreement.
2. The Guarantor hereby guarantees the due and punctual performance by the Company of all its obligations under the Operator’s Agreement and accepts that the decision of the BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT), in

this behalf shall be final, conclusive and binding on the Guarantor.

3. The Guarantor shall, without any protest or demur and merely on a demand by BALASORE BHADRAK URBAN TRANSPORT TRUST (BBUTT), pay to BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) sums not exceeding in aggregate Rs. _____ (Rupees _____ only), within five (5) days of receipt of a written demand therefore from BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) stating that the Company has failed to meet its performance obligations under the Operator's Agreement. The Guarantor shall have no obligation to go into the veracity of any demand made by BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other Person.
4. In order to give effect to this Guarantee, BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) 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 Operator's Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non-exercise/delayed exercise of any of its rights by BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) or any indulgence shown by BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) to the Company 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 BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) or any indulgence shown by BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be absolute, unconditional and irrevocable and shall remain in full force and effect until discharged by the Guarantor of all its obligations hereunder.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/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 authorized to execute this Guarantee pursuant to the power granted under _____.
8. The jurisdiction in relation to this Guarantee shall be the Courts at Balasore and Bhadrak and Indian law shall be applicable.
9. This Guarantee shall be released or discharged only by an express release letter issued by BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT).
10. The Guarantor hereby agrees that without the concurrence of the Guarantor, the Parties to the Operator's Agreement shall be at liberty to vary, alter or modify the terms and conditions of the Operator's Agreement and further agrees that its liability under this Guarantee shall in no manner be affected by such variation etc.
11. The Guarantor agrees that time is the essence of this Guarantee.
12. To give effect to this Guarantee, BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) may act as though the Guarantor were the principal debtor to BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT). BALASORE BHADRAK URBAN TRANSPORT TRUST (BBUTT) shall be entitled to proceed

to institute proceedings against the Guarantor notwithstanding that no legal proceedings or recovery action is commenced simultaneously or even during the course of recovery proceedings against the Company. The postponement of action against the Company shall be a matter of the sole discretion of BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) and the Guarantor expressly agrees to such course of action and waives any objection thereto. The Guarantor accepts that the present guarantee is the prime security to BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) and the realizations from the Company's assets can be postponed by BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) till after the recovery of the amounts claimed or demanded from the Guarantor.

13. A certificate in writing signed by a duly authorized official of BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT)) shall be conclusive evidence against the Guarantor of the amount for the time being due to BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) from the Company in any action or proceeding brought on this Guarantee against the Guarantor.
14. This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) by the Company and shall be valid and binding on the Guarantor and operative until repayment in full of all moneys due to BALASORE-BHADRAK URBAN TRANSPORT TRUST (BBUTT) under the Operator's Agreement.
15. The Guarantor represents and warrants that it has the full authority to make and execute this Guarantee. The Guarantor further represents that all regulatory approvals, permits and authorisations as are necessary for the issuance of this Guarantee have been received and are in full force and effect.
16. The Guarantor represents that there is no litigation or arbitration or other proceedings pending against the Guarantor, which could reasonably be expected to have a material adverse effect or change in the Guarantor's ability to perform its obligations under this Guarante.
17. Any demand for payment or notice under this Guarantee shall be deemed to be sufficiently given if sent by post to or left at the last known address of the Guarantor or its successors or assigns, as the case may be.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

Signed and delivered by the above named __Bank by its Authorised Signatory as authorised by Resolution/Regulation/Decision of its Regional Board/Central Board in accordance with the decision/resolution passed on ____Authorised Signatory In the presence of:

- 1.
- 2.

Note: The Word Company may be replaced with word/phrase which purports and reflects the entity.

SCHEDULE-5
Bus Fares (Upper Ceiling)

Fare Structure	
K.M Slab	Fare (in Rupees)
Up to 3 KM	5.00
More than 3 KM and up to 7 KM	10.00
More than 7 KM and up to 10 KM	15.00
More than 10 KM and up to 13 KM	20.00
More than 13 KM and up to 16 KM	25.00
More than 16 KM and up to 19 KM	30.00
More than 19 KM and up to 22 KM	35.00
More than 22 KM and up to 26 KM	40.00
More than 26 KM and up to 29 KM	45.00
More than 29 KM and up to 32KM	50.00
More than 32 KM and up to 35 KM	55.00
More than 35 KM and up to 38 KM	60.00
More than 38 KM and up to 41 KM	65.00
More than 41 KM and up to 44 KM	70.00
More than 44 KM and up to 47 KM	75.00
More than 47 KM and up to 51 KM	80.00

Fare Revision Formula

There will be periodic revision of fares based on changes in the prices of inputs. The formula to be used for such revision would be as follows:

$$FN=FO\{0.4([FPN-FPO]/FPO)+0.3([CPIN-CPIO]/CPIO)+0.3([AMCN-AMCO]/AMCO)\}+FO$$

Where,

FN -New Fare; F O – Old Fare; FPN – New Fuel Price; FPO – Old Fuel Price; CPIN – New Consumer Price Index; CPIO – Old Consumer Price Index; AMCN – AMC Rate/km; AMCO -Old AMC Rate/km.

SCHEDULE-6

Functional and Technical Requirements of Fare Collection System

A. Requirements of ETVM's

The various requirements identified for proposed Handheld Electronic Ticket Vending and Verification Machine (ETVM) have been categorized in to general, functional and operational requirements and are detailed as follows:

1. General Requirement

Equipment shall withstand rough working conditions of heat, cold, dust, moisture, vibrations, drops and rough usage.

2. Operational Requirements

- 2.1. The unit shall have 4MB storage that is expandable up to 8MB. The memory storage should also be sufficient to allow 5 days transaction data on a busy route, device configuration data for the depot, maximum of 50,000 black listed card data.
- 2.2. Shall allow manual change of stops / stages, Driver / conductor log on / log off at the beginning and at the end of the shift through PIN entry and Select route through user friendly menu
- 2.3. ETM shall be able to store additional configuration sets with designated future time and date for activation to enable UDD to implement changes to fares and business rules on all buses at once.
- 2.4. The ETM shall be able to fully support driver / conductor functions, user authentication, route selection, trip start / end, shift closure, end of the shift reports for user and transfer of end of the shift data for cash management at the terminal.
- 2.5. The printer should provide thermal Printing with 12 lines/sec. The printing should not take more than five key strokes. The printer should be able to print paper tickets in absence of Smart Card.
- 2.6. The printer paper replacement time shall not be more than 30 seconds
- 2.7. The validation & read/write cycle time for smart cards should be less than 300ms.
- 2.8. The reader should read cards at a distance between 0mm to 30mm and shall not operate at a distance that introduces a risk of unintentional operation (tolerance limit +10%) .

3. Other Requirement

- 3.1. The ETM unit shall have a 128x64 or better LCD screen with backlight for displaying ticketing process with an alpha-numeric keypad including software configurable function keys next to the display. The ETM should also provide navigation keys, enter,

cancel, configurable function keys below display, Power on off toggle button, Wi-fi and other status indication led's.

- 3.2. The Passenger validator display shall have colour LED's for status indication besides audio/visual feedback/alarms.
- 3.3. The ETM should be capable of interfacing with the existing GPS / GPRS system with ISO / IEEE specified interface standards.
- 3.4. The ETM shall have an 802.11b/g compatible Wi-Fi module connected to an external antenna for data transfer and communication of high volume of data and application down loads to the access point at bus depots at the end / begin of shift and day.
- 3.5. A maintenance engineer with maintenance access card shall be able to access maintenance mode of the device which shall allow the maintenance engineer to diagnose the faults and update the device settings when required.

B. Requirements of Smart Card (SC)

1. General Requirements

- The media shall be contactless. The Contactless Smart Cards (CSC) shall be used for Stored Value tickets, period passes, staff Passes and other ticket types that are retained long-term by the passenger.
- The Contact less Smart Card has to be fully compliant with ISO 14443 Type A Standard, and include Mifare 4K or DESFire chip and shall be fully compliant with ISO/IEC 14443 parts 1-4 and other relevant ISO/IEC standards.
- Certificate from the Chip supplier is mandatory.
- The dimensions of the Smart Card shall comply with ISO 7810.
- It shall provide for full colour printing under transparent overlay, graphical personalization compatible with thermal transfer and dye sublimation.
- It has to withstand mechanical stress 250 bending cycles per side and 500 torsion cycles as specified in ISO 10373.
- It has to be durable against Chemical as per ISO 10373 (resistant to alcohol, Fuel B, Sweat etc.)

2. Interface Requirements

- Contactless transmission of data and supply energy (no battery needed) Operating distance: Up to 100mm
- Operating frequency: 13.56 MHz
- Fast data transfer: 106 kbit/s
- High data integrity: 16 bit CRC, parity, bit coding, bit counting
- True anti-collision
- Typical ticketing transaction: < 100 ms (including back up management)
- It has to be operating range 0-10 cm at 23°C +/-3°C

3. EEPROM

- 4 Kbyte, organized in 32 sectors with 4 blocks and 8 sectors with 16 blocks (one block consists of 16 bytes)
- User definable access conditions for each memory block
- Data retention of 10 years.
- Write endurance 100.000 cycles

4. Security

- Mutual three pass authentication (ISO/IEC DIS9798-2)
- Data encryption on RF-channel with replay attack protection
- Individual set of two keys per sector (per application) to support multi-application with key hierarchy
- Unique serial number for each device
- Transport key protects access to EEPROM on chip delivery.

SCHEDULE-7

Standards of Service for Bus Operations

Minimum service quality levels (Average per month/ quality parameter) in respect of the bus service shall be maintain as under

SN	Quality Parameter	Formula	Specified Service Quality Level
1	Trip Efficiency	$\text{No. of trips operated} * 100 / \text{No. of Trips Scheduled}$	98 or better
2	Reliability of buses	$\text{Total no. of breakdowns} * 10000 / \text{Total Kms operated}$	Less than 5
3	Safety of operations	$\text{No. of accidents} * 100000 / \text{Total Kms operated}$	Preferably none
4	Punctuality (adherence to the Time Schedule)	$\text{No. of trips on time at start} * 100 / \text{Total no. of trips operated}$	98 or better
5	Cleanliness of buses	$\text{No. of buses observed or reported dirty} * 1000 / \text{Total no. of bus trips operated}$	Nil
6	User Satisfaction	$\text{No. of complaints} * 1000 / \text{total trips operated}$	Less than 2
7	Non Stoppage at Designated Points	$\text{No. of Stops where the bus stopped} * 100 / \text{Total number of stops on the route}$	90%
8	Non-Completion of entire trip	$\text{Total km operated per trip} * 100 / \text{total route length}$	95%

SCHEDULE-8

Penalties

Sr. No.	Description	Fine per violation per bus per day (in Rs.)
1	Bus related defaults / deficiencies	
a)	Discoloration, alteration of the bus colour scheme, logo, peeling off of paint, non-painting of any repaired work inside the bus etc prescribed by GoO	300
b)	Unclean, dirty bus outside or inside at the start of the trip	300
c)	Driving with a Defective Number Plate	100
2	Bus driver related defaults / deficiencies	
a)	Not operating, causing it to not operate any GPS, passenger information system, gadgets, devices etc. for more than 12 hours	100
b)	Non-operating pneumatic doors, operating buses with open doors, hanging passengers/conductors etc	300
c)	The driver is not carrying a proper driving license	500
d)	Driver is not wearing the uniform	100
3	Bus Operators and or bus operation related deficiencies / defaults	
a)	Deviating from route/trips/schedules/time table issued by GoO or its authorized representative time to time	500
b)	Not taking corrective action on repeated occurrence of vehicle (including Breakdowns) and or driver related deficiencies (occurrence of a deficiencies more than 3 times in a month shall be termed as repetitive)	1000
c)	Not issuing complaint book to the complainant for recording any complaint/suggestions etc Loss of, damage of, tempering with the recordings in the complaint book and or the complaint book and or not informing/delayed informing GoO about the complaints/suggestions	100
d)	Not submitting delaying submission of the requisite inspection and certification documents periodically front the agreed agency	500
e)	Any damage to the fixed infrastructure like railing, street lights, bus stops, terminals, parking places etc during the operation	Get it repaired by the operator/ As per actual cost of replacement

4	Bus Operations related defaults or deficiencies	
a)	The punctuality of the bus is below 98%	
b)	In case of 1 st fatal accident	15,000
c)	In case of 2 nd fatal accident and there off	30,000

During the term the operator will operate the bus service as per the requirements and schedule provided by BBUTT. In case of non-availability of fleet, no penalty will be imposed on the operator for a fleet utilization up to 90 percent. After that the following penalties will be payable by bus operator to BBUTT.

- Rs. 500 per bus per day for the first day of no availability of buses.
- The above penalties shall increase at the rate 10 percent from each day of default from the next day on compounding basis.

SCHEDULE-9

Location of Bus Terminals cum Bus Depots

The land for depot for the purpose of parking and maintenance of buses will be provided by BBUTT to the operator free of all encumbrances as specified in this RfP as a pre-condition to the commencement of the city bus service operations. The bus operator shall maintain and operate the bus depot and all facilities at his risk and cost. No temporary or permanent structure will be erected without prior and explicit written approval of BBUTT. On expiry or termination of contract all such infrastructure will be transferred to BBUTT free of cost.

For OD terminals the following locations have been identified at which land would be provided by BBUTT and where required infrastructure will be developed by the operator.

Proposed OD terminals cum depot:

- Near Remuna Golei (Balasore)
- Private Bus Stand (Bhadrak)

