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GOVERNMENT OF ORISSA
(ACTING THROUGH THE COMMERCE AND TRANSPORT DEPARTMENT)

INVITATION FOR BIDDING NO. GoO/E.Gov/1 DATED 15.09.2005

FOR INTRODUCTION OF SMART CARD BASED DRIVING LICENSES AND REGISTRATION CERTIFICATES AND OTHER ASPECTS OF E-GOVERNANCE IN THE TRANSPORT DEPARTMENT

PART II

CONCESSION AGREEMENT

FOR

INTRODUCTION OF SMART CARD BASED DRIVING LICENSES AND REGISTRATION CERTIFICATES AND OTHER ASPECTS OF E- GOVERNANCE IN

THE TRANSPORT DEPARTMENT, GOVERNMENT OF ORISSA

ON BUILD OPERATE TRANSFER BASIS

BETWEEN

THE GOVERNMENT OF ORISSA
(ACTING THROUGH THE COMMERCE AND TRANSPORT DEPARTMENT)

AND

* _____ *

_____, 2005

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CONCESSION AGREEMENT

This Concession Agreement is entered into on this the ____ day of _____2005, BETWEEN

The Government of Orissa acting through the Commerce and Transport Department (hereinafter referred to as "GoO" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of One Part;

AND

_____ Ltd., a Company/ partnership firm /proprietorship concern registered under the ----- (name of the relevant Act /law under which incorporated) having its registered office at _____ (hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors, permitted assigns, and substitutes) of the Other Part.

WHEREAS

- A. The Government of India (GoI) vide its Gazette Notifications no. _____ has made mandatory the introduction of Smart Card based Driving Licenses and Registration Certificates and introduction of e-governance in various functions of transport departments in the States of India. A reference is also invited to the Guidelines dated 10.08.2004 issued by The Ministry of Road Transport and Highways (MORTH) GoO has decided to implement the GoI order/MORTH Guidelines by inviting private participation to carry out the various functions relating to issuance of Smart Card Based Driving Licenses (hereinafter referred to as SCDL), Registration Certificates (hereinafter referred to as SCRC) and other functions as more specifically stipulated herein in the State of Orissa.
- B. The GoO had accordingly invited Proposals for selecting the Successful

Bidder under its notice inviting bids no GoO/E.Gov/1 dated 15.09.2005 ("the IFB Notice"), for carrying out the various functions as mentioned in recital A above on Build-Own-Operate-Transfer (BOOT) basis in accordance with the terms and subject to the conditions contained in the IFB Notice.

- C. After evaluation of the Proposals received from various parties in response to the IFB Notice, GoO accepted the Proposal submitted by _____, and communicated its acceptance to _____ (the "Successful Bidder") vide Letter of Acceptance no. _____ dated _____ ("LOA").
- D. The LOA required, the Successful Bidder to, inter alia execute this Concession Agreement within 15 (fifteen) days from the date of issue of LOA;
- E. Following the issuance of LOA, GoO has agreed to enter into this Concession Agreement with the Concessionaire for implementation of the Project by the Concessionaire, on the terms, conditions and covenants hereinafter set forth in this Concession Agreement;
- F. It is deemed necessary and expedient to enter into this Concession Agreement to record the terms of the said Concession Agreement between the Parties.

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

Article 1 Definitions and Interpretation

1.1 Definitions

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

“Agreement” means this Concession Agreement, the Schedule I through 0 hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.

“Accounting Year” means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.

“Act” shall mean

- i. The Motor Vehicles Act, 1988;
- ii. The Central Motor Vehicle Rules, 1989;
- iii. Orissa Motor Vehicles Rules 1993, and
- iv. The Orissa Motor Vehicle Taxation Act, 1975

as amended by GoI or GoO, as the case may be, from time to time.

“Applicable Laws” means all laws, promulgated or brought into force and effect by GoI and/or GoO including regulations and rules made there under, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

“Applicable Permits” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the implementation of the Project during the subsistence of this Agreement.

“Appointed Date” shall mean the date of this Agreement.

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

“Authorized Representative” in respect of any Party shall mean a person specifically authorized in writing by the Authorized Signatory of such Party as the case may be.

“Authority” shall mean and include an officer of GoO or any other agency of GoO so notified for this purpose.

“Bank” means a scheduled bank, other than a Co-operative bank, incorporated in India and having a minimum net worth of INR 10,000,000,000 (Indian Rupees ten billion) and having a branch in Bhubaneswar.

“Bid Security” shall mean the bid security submitted by the Successful Bidder in accordance with Clause 1.10.3 of the IFB Notice.

“Centralized Online Data Management System” (CDMS) means the system for data generation and data warehouse to be established and maintained by the Concessionaire in accordance with Schedule II.

“Commercial Operations Date” or “COD” shall be the date on which GoO has certified that the facilities for the Project can be put to satisfactory use in accordance with the Scope of the Project, Specifications and other terms and conditions of this Agreement.

“Concessionaire” means the contractor or contractors /vendor or vendors with whom GoO through Commerce & Transport Department shall entered in to all or any of the Project Agreements.

“Concession Period” shall have the meaning assigned to it in Clause 0.

“Concessionaire Event of Default” shall have the meaning specified in Clause 19.1.1.

“Conditions Precedent” shall have the meaning specified in Clause 3.1.1.

“Cost Inflation Index” means the ‘cost inflation index’ as provided in the Income Tax Act, 1961(ITA) and shall include any index, which substitutes the Cost Inflation Index.

“Cure Period” means the period for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default as specified in this Agreement and upon failing of which the Agreement may be terminated by the other Party.

“Debt Due” means the aggregate of the following sums expressed in Indian Rupees outstanding and payable to the Senior Lenders under the Financing Documents as on the Termination Date:

1. The principal amount of the debt provided by the Senior Lenders for financing the Project (the “principal”), as informed to GoO by the Concessionaire no later than the COD, which is outstanding as on the Termination Date but excluding any part of the principal that had fallen due for repayment prior to the Termination Date and has not been repaid, unless such repayment had been rescheduled with the prior consent of GoO.
2. All accrued interest, financing fees and charges payable on or in respect of the debt referred to in sub-clause 1 above up to the date preceding the Termination Date but excluding
 - a. Any interest fees or charges that had fallen due six months prior to the Termination Date.
 - b. Any penal interests or charges, payable to any Senior Lender.

“Designated Account” shall have the meaning ascribed to it in Clause 10.1.1

“Damages” shall have the meaning ascribed to it in Clause 1.2(p).

“Dispute” shall have the meaning set forth in Clause 25.1.

“Dispute Resolution Procedure” means the procedure for Dispute resolution set forth in Article 25.

“Divestment Requirements” shall mean the procedures to be followed and acts to be fulfilled in accordance with Clause 20.2.

“Encumbrances” means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Agreement.

“Equity” means the sum expressed in Indian Rupees representing the equity share capital, and shall include the funds advanced by any Consortium Member, in case of a Consortium, or by any of the shareholders of the Consortium to the Concessionaire company for meeting the equity component of the total cost of the Project. Provided, however, that for purposes of computing Termination Compensation under this Agreement, Equity shall be reckoned as an amount that is arrived at after excluding from the equity share capital of the Company the sum by which the capital cost of the Project as stated by the Concessionaire for purposes of claiming Termination Compensation exceeded the total cost of the Project submitted as part of the Proposal submitted in response to the IFB.

“Force Majeure” or “Force Majeure Event” shall mean an act, event, condition or occurrence specified in Article 17.

“GoI” means the Government of India.

“GoO Auditors” shall mean any accounting, taxation, technical or any other external auditors that may be appointed by GoO for carrying out audit of the implementation of the Project or operations of the Concessionaire, the selection of such external auditors and the terms of reference thereof to be decided by GoO in its sole discretion.

“GoO Offices” shall mean the Regional Transport Offices (RTO), office of the Transport Commissioner, Orissa

“GoO Receipts” shall mean the moneys for issuance /renewal / amendment / providing other services, including penalties and other incidental levies, in accordance with the Act in respect of:

- i. Fees for Driving License;
- ii. Fees for Learner License;
- iii. Fees for Registration Certificate;
- iv. Fees for Trade Certificate;
- v. Fees for Fitness Certificate;
- vi. Motor Vehicle Tax; and
- vii. Permit Fees.

“Government Notifications” means the GoI notifications no. GSR 42(E) dated 21st January, 2003 read with GSR 400(E) dated 31st May, 2002 , Ministry of Road Transport and Highway (MORTH) Notification dated 10.08.2004 and such other

notifications with regards to smart card based Driving Licenses and Registration Certificates and other functions relating to e-governance of transport departments as brought out by GoI from time to time.

“Good Industry Practice” means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and in accordance with this Agreement, Applicable Laws, Applicable Permits, reliability, safety, environment protection, economy and efficiency.

“Governmental Agency” means GoI, GoO or any ministry, department, commission, board, authority, instrumentality or agency, under the control of GoI/ GoO having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“Gross Revenue in respect of any month or part thereof, during the Concession Period, shall mean the revenue actually earned by the Concessionaire grossed up by discounts given by the Concessionaire to the Users during such month or part thereof by levying Service Charges to the Users in accordance with this Agreement

“Hardware Requirements” means and includes all the hardware in such numbers and of such types, as is specified in Schedule II and having the specifications stipulated in this respect at Schedule V hereto, to be provided by the Concessionaire at various GoO Offices.

“Head Office” means Office of the Transport Commissioner, Rajaswa Bhawan, Cuttack, Orissa, PIN- 753 002. _____*

“Inception Fee” shall have the meaning ascribed thereto in Article 8 of the Agreement.

“Indemnifying Party” shall have the meaning ascribed to it under Clause 24.1.4.

“Inspection Report” shall have the meaning ascribed to it under Clause 15.3.1.

“Late Fine” shall have the meaning ascribed to it under Clause 7.2 of this Agreement.

“Maintenance Manual” shall have the meaning ascribed to it under Clause 14.2.2 of this Agreement.

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

“Material Breach” means a breach by either Party of any of its obligations in this Agreement which shall be deemed to have a Material Adverse Effect on the Project and which it shall have failed to cure within the specified Cure Period.

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

"Performance Guarantee" shall have the meaning ascribed thereto in Article 4.

"Performance Standards" shall have the meaning ascribed to them in Schedule VII.

"Person" includes a body corporate, a company, a firm or an association of individuals whether incorporated or not.

"Proposal" means the proposal, including, inter-alia; all the documents therewith in their entirety, submitted by the Successful Bidder in response to and in accordance with the provisions contained in the IFB Notice.

"Project" shall mean the project involving introduction of Smart Card Based Driving Licenses and Registration certificates and other information technology based services at all the Regional Transport Offices, Office of the Zonal Deputy Commissioners as well as at the Head Office to be provided by the Concessionaire in the state of Orissa in accordance with the Scope of the Project.

"Project Premises" shall mean the GoO Premises and any other premises in relation to the GoO Offices taken by the Concessionaire for the purpose of fulfilling its obligations in respect of the Project.

"Registering Authority" shall mean and include the authorities as defined in section 2 (37) of the Act.

"Royalty" shall mean the monthly payment made by the Concessionaire to the GoO pursuant to and in accordance with Clause 8.2 of this Agreement.

"RBI" means the Reserve Bank of India as constituted and existing under the Reserve Bank of India Act, 1946 including any statutory modification or replacement thereof, and its successors etc.

"Rs." Or "Rupees" means the lawful currency of the Republic of India.

"RTO" or "Regional Transport Office" shall mean the various existing or future offices set up by the GoO in the State of Orissa to carry out the activities of the respective Regional Transport Officer as defined in Section 2(37) of the Act.

"SBI PLR" means the prime lending rate for loans as fixed from time to time by the State Bank of India, on such rate fixed by any other bank(s).

"Schedule of Service Charges" shall have the meaning ascribed to it in Schedule IV.

"Scheduled Commercial Operations Date" or "SCOD" shall have the meaning specified in Clause 14.1.4.

"Scope of the Project" shall have the meaning ascribed to it under Schedule II.

"Senior Lenders" means the financial institutions, banks, funds and agents or trustees of debenture holders, including their successors and assignees, who have

agreed to guarantee or provide finance to the Concessionaire for meeting costs of all or any part of the Project and who hold pari passu charge on the assets of the concessionaire as well as on the concession granted by this agreement.

“Service Charges” shall mean the charges to be levied by the Concessionaire for rendering the Specified Services in accordance with Article 6.

“Service Charge Notification” means the Notification to be issued by GoO subsequent to the signing of the Agreement and every year thereafter following revision in Service Charges in respect of the levy, collection and appropriation of the Service Charges by the Concessionaire in respect of the Specified Services.

“Service Procedures” in respect of each of the Specified Services shall mean the procedure to be followed by the Parties as stipulated at Schedule III.

“Smart Card” – The meaning of smart card would be as per definition in the Central Motor Vehicle Rules, 1989, i.e. “Smart card” means a device capable of storing data and executing commands which is a micro-processor chip mounted on a plastic card and the dimensions of the card and chip are specified in the International Organisation for Standardisation (ISO) / International Electro Technical Commission (IEC) 7816 specifications, as may be amended from time to time for DL & RC applications.

“Software Requirements” means and includes the software in such numbers and of such types, as is specified in Schedule II hereto, to be provided by the Concessionaire at various GoO Offices.

“Specifications” in respect of the Hardware Requirements, the Software Requirements, Connectivity, Centralized Online Data Management System, SCB Driving Licenses and Vehicle Registrations shall be the specifications provided at Schedule V, in respect of each of them.

“Specified Services” shall have the meaning as defined in Schedule II.

“Taxes” means any Indian taxes on corporate income, sales tax, excise duties, customs duties and local taxes and any impost of like nature (whether Central, State or local) charged, levied or imposed on the goods, materials, equipment and services incorporated in and forming part of the Project, on the construction, operation and maintenance thereof and on the assets of the Project, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever.

“Termination” means the expiry or termination of this Agreement hereunder.

“Termination Compensation” shall have the meaning ascribed thereto in Article 22.

“Termination Date” means the date on which this Agreement hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice.

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

“Users” shall mean the members of the public approaching the Concessionaire in order to avail of the Specified Services.

“Work Plan” shall mean the detailed procedures, systems and methodology proposed to be followed by the Concessionaire for implementation of the Project and carrying out its various obligations under this Agreement as more specifically provided in Schedule VIII.

1.2 Interpretations

In this Agreement, unless the context otherwise requires,

- (a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- (b) References to Indian law shall include the laws, acts, ordinances, rules, regulations, or bye laws which have the force of law in any State or Union Territory forming part of the Union of India;
- (c) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (d) The headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- (e) Terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein and the terms and words defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;
- (f) The words “include” and “including” are to be construed without limitation;
- (g) References to “manufacturing” include, unless the context otherwise requires, investigation, design, engineering, procurement, delivery, transportation, installation, production, processing, fabrication, testing, commissioning and other activities incidental to manufacturing;
- (h) Any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (i) Any reference to day shall mean a reference to a calendar day;
- (j) Any reference to month shall mean a reference to a calendar month;
- (k) The Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (l) Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause

shall not operate so as to increase liabilities or obligations of GoO hereunder or pursuant hereto in any manner whatsoever;

- (m) References to recitals, articles, clauses, sub-clauses, paragraphs, or schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, articles, clauses, sub-clauses, paragraphs, and schedules of or to this Agreement;
- (n) Any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the External Auditor shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the External Auditor, as the case may be, in this behalf and not otherwise;
- (o) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- (p) The fines/damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed, genuine pre-estimates of loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the "Damages").
- (q) Unless otherwise expressly provided in this Agreement any documentation required to be provided or furnished by the Concessionaire to GoO and/or the External Auditor shall be provided free of cost and in three copies and if GoO and/or the External Auditor are required to return any such documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- (r) Measurements and Arithmetic Conventions: - All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.
- (s) Priority of Agreement documents and errors/discrepancies: - The several documents forming this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of the following documents shall in the event of any conflict between them be in the order they are set out:
 - This Agreement
 - IFB Document
- (t) In case of ambiguities or discrepancies within this Agreement, the following shall apply:
 - between two clauses of this Agreement, the provisions of the specific clause relevant to the issue under consideration shall prevail over those in other clauses;
 - between the clauses and the Schedules, the clauses shall prevail save as otherwise expressly set forth in sub clause (s) above;

Article 2 The Agreement

2.1 Grant of Concession

2.1.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, GoO hereby awards to the Concessionaire and the Concessionaire hereby accepts the award for a period of 15 (fifteen) years commencing from the Appointed Date, the Concession including the exclusive right, license and authority during the subsistence of this Agreement to implement the Project and the Agreement in respect of the Project.

2.1.2 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Concessionaire shall be obliged to undertake the following in accordance with the Applicable Laws and the Applicable Permits:

- i. Implement the Project as per the Scope of the Project more specifically laid down in Schedule II;
- ii. Levy, demand, collect and appropriate the Service Charges from Users for rendering the Specified Services in accordance with Schedule of Service Charges;
- iii. Perform and fulfill all of the Concessionaire's obligations, at its own, cost, expense and risk under this Agreement; and
- iv. Not assign or create any lien or Encumbrance on the Agreement hereby granted.

In case the Concessionaire avail loan /credit facilities from banks /Financial institution for creation of assets, it can assign the asset and securitise its part of receivables if so arises, after making good the establishment expenses and other statutory payments so that the primary service for which the Concession has been agreed upon between The Government of Orissa acting through Commerce & Transport Department and the Concessionaire, shall not be hampered. However the Concessionaire shall have to make a separate agreement for the same.

2.1.3 The Concession Period shall commence on the Appointed Date and shall end on the Termination Date.

Article 3 Conditions Precedent

3.1 Conditions Precedent

3.1.1 The rights and obligations of the Concessionaire under this Agreement are subject to the satisfaction in full of the following conditions precedent (the "Conditions Precedent") to be fulfilled on or before the expiry of a period of 15 (fifteen) days after the Appointed Date unless any such condition has been waived as provided in Clause 3.1.2:

- i. Concessionaire shall have obtained all Applicable Permits unconditionally or f subject to conditions then all such conditions shall have been satisfied in full and such Applicable Permits are in full force and effect;
- ii. Concessionaire shall have been granted or caused to be granted by GoO all Applicable Permits under the Applicable Laws;
- iii. GoO shall have received from the legal counsel of the Concessionaire a legal opinion with respect to the authority of the Concessionaire to enter into this Agreement;
- iv. All of the representations and warranties of the Concessionaire set forth in Clause 12.1 are true and correct as on the Appointed Date;
- v. GoO shall have received from the Concessionaire certified true copies of the constitutional documents of the Concessionaire;
- vi. GoO shall have received copies (certified as true copies by a Director or Company Secretary of the Concessionaire) of all resolutions adopted by the Board of Directors of the Concessionaire authorizing the execution, delivery and performance by the Concessionaire of this Agreement; and
- vii. GoO shall have issued a Service Charge Notification in accordance with the Schedule of Service Charges as provided at Schedule IV.

3.1.2 Any of the conditions precedent set forth in Clause 3.1.1, save and except conditions of Sub-clause (ii) to the extent that it pertains to provision of the necessary Applicable Permits by GoO provided that the Concessionaire has fulfilled its obligations prerequisite for grant of such Applicable Permits and Sub-clause (vii) thereof, may be waived fully or partially by GoO at anytime in its sole discretion.

3.2 Satisfaction of Conditions Precedent

3.2.1 The Concessionaire shall make all reasonable endeavors to procure the satisfaction in full of the Conditions Precedent set out in clause 3.1 above and GoO shall make all reasonable endeavors to procure fulfillment of the conditions set forth in sub-clauses (ii) and (vii) of Clause 3.1.1. Each Party shall bear its respective cost and expense of satisfying such Condition Precedent.

3.2.2 If the Conditions Precedent set forth in Clause 3.1.1 have not been satisfied before the expiry of the period stipulated and the GoO has not waived, fully or partially, such conditions under clause 3.1.1, GoO may, notwithstanding anything to the contrary contained in this Agreement, terminate this Agreement in accordance with provisions of Article 19 without being liable in any manner whatsoever to the Concessionaire and forfeit the Performance Guarantee by way of Damages, provided that where GoO does not fulfill its obligations under Clause 3.1 before the expiry of the period stipulated and terminates this Agreement under this Clause 3.2.2 it shall return in full the Performance Guarantee.

Article 4 Performance Guarantee

- 4.1.1 The Concessionaire shall, for due and faithful performance of its obligations under this Agreement, provide to GoO a Performance Guarantee from any Bank for a sum equivalent to Rs. 100,00,000 (Rs. Ten Million only) substantially in the format set forth in Schedule I before the expiry of a period of 15 days from the Appointed Date. Such Performance Guarantee should be submitted initially for a period of 5 years and renewed for further periods of 5 years so as to remain valid and in full force and effect for a period starting from the date of submission thereof and ending on a date which shall be 90 days after the scheduled date of expiry of this Agreement. Such renewals to be submitted to the GoO at least 30 days in advance failing which GoO shall be at liberty to invoke the said Guarantee. GoO shall release the Bid Security to the Concessionaire no later than 7 (seven) days from the date of furnishing of the Performance Security in accordance with this Clause.
- 4.1.2 If the Concessionaire is in default in the due and faithful performance of its obligations under Clause 4.1.1, GoO may, without further reference to the Concessionaire, terminate this Agreement and forfeit the Bid Security.
- 4.1.3 GoO shall release the Performance Guarantee to the Concessionaire upon the completion of a period of 90 (ninety) days from the Termination Date provided that the Concessionaire is not in default in the due and faithful performance of its obligations under this Agreement.
- 4.1.4 In the event of the Concessionaire being in default in the due and faithful performance of its obligations under this Agreement, GoO shall, without prejudice to its other rights and remedies hereunder, be entitled to encash and appropriate the Performance Guarantee as Damages for such default. Upon such encashment and appropriation of the Performance Guarantee, GoO shall grant a period of 15 (fifteen) days to the Concessionaire to provide fresh Performance Guarantee or to replenish the existing Performance Guarantee and the Concessionaire shall within the time so granted furnish to GoO such fresh Performance Guarantee or replenished Performance Guarantee failing which GoO shall be entitled to Terminate this Agreement in accordance with provisions of Article 19. The provision set forth in this Clause shall apply mutatis-mutandis to each such fresh/ replenished Performance Guarantee.
- 4.1.5 Notwithstanding anything to the contrary contained in Clause 4.1.4, upon furnishing of fresh Performance Guarantee/replenishment of Performance Guarantee in accordance with Clause 4.1.4, the Concessionaire shall be granted a period of 60 (sixty) days as Cure Period for remedying the defaults and complying with his obligations under this Agreement. In the event of the Concessionaire continuing to be in breach of the provisions of this Agreement after such Cure Period, the Government shall be entitled to terminate this Agreement in accordance with provisions of Article 19.

Article 5 GoO Premises

5.1 Grant of GoO Premises

In consideration of the Concessionaire agreeing to perform and discharge its obligations as set forth in this Agreement, GoO hereby agrees to grant to the Concessionaire, the right to enter upon and occupy the premises at each of such GoO Offices as identified and laid down in Schedule VI, and to use the same, for the purpose of implementing the Project in accordance with this Agreement, and agrees to put the Concessionaire in possession thereof. Such right shall be granted by GoO before the expiry of a period of 15 (fifteen) days from the Appointed Date.

Where RTO is functioning in a rented premises other than its own building the concerned Regional Transport Officer will accommodate the concessionaire in the same premises, provided suitable space is available, if not the concerned Regional Transport Officer shall take a new premises where both RTO office as well as the concessionaire's facilities will be accommodated.

5.2 GoO's obligation in respect of GoO Premises:

5.2.1 GoO shall provide all reasonable assistance to the Concessionaire in procuring the necessary electrical and water connections.

5.2.2 GoO shall allow to the duly authorized personnel of the Concessionaire peaceful and unhindered access to GoO Premises.

5.2.3 GoO shall allow the concessionaire for refurbishment of the premises allotted for its operation so as to give better services to the citizens.

5.3 Concessionaire' obligation in respect of GoO Premises

5.3.1 The Concessionaire shall ensure that the GoO Premises are kept in a neat and clean condition and are free from all waste materials, used stationery, rubbish and other debris at all times.

5.3.2 Concessionaire shall, at its own cost, expense and risk, make suitable arrangements for power supply including back up power supply, water connection and provision of other utilities and facilities to ensure smooth functioning of its operations.

5.3.3 Concessionaire should pay the electricity charges, water charges and other statutory dues in time so as to refrain the statutory authorities in posting notices against the concessionaire which lead to seizure of its assets and properties which will dilute the services to the public.

5.3.4 Security to be provided by the concessionaire at its own cost with due approval from Transport Department, (GoO).

Article 6 Service Charges

6.1 Right to Collect Service Charges

- 6.1.1 The Concessionaire shall, during the Concession Period, levy, collect and appropriate the Service Charges from Users for rendering the Specified Services in accordance with Schedule IV of this Agreement
- 6.1.2 The Service Charges shall be in full force and effect on and from the date of levying such service charges as stipulated in the Service Charge Notification and for the period stipulated therein. Such Service Charges may be collected by the Concessionaire from Users in accordance with the Service Procedures laid down in Schedule III.
- 6.1.3 The Concessionaire acknowledges that the Service Charge Notification, inter alia, provides for annual revision in the Service Charges as provided in Schedule IV, and hereby confirms that save and except as provided in the Service Charge Notification, the Concessionaire is not entitled to and shall not seek any relief whatsoever from GoO, GoI, or collect any additional charges from the Users.
- 6.1.4 The Concessionaire shall be free to offer to the Users, on any one or more types of Specified Services, discounts on the Service Charges. Provided however that such discount shall be offered uniformly to all Users availing of the particular Specified Services on which the discount is being offered.
- 6.1.5 Notwithstanding anything contained herein above, the Concessionaire shall be entitled to collect any service tax or similar statutory levies stipulated by any Governmental Agency with the prior written intimation to GoO of the Concessionaire's intent to collect such levies. Provided however that if the Concessionaire levies such statutory charges, it shall provide to GoO, no later than 7 (seven) days from the end of the calendar month for which such levies have been collected, sufficient proof of having deposited such levies with the relevant Governmental Agency, failing which the Concessionaire shall be considered to be in violation of Clause 6.1.3 of this Agreement.
- 6.1.6 The Concessionaire shall, at all times, display the Service Charges for the Specified Services, discounts offered thereon and any applicable service tax or similar statutory levies at no less than 2 (two) places at each GoO Office so as to be easily visible from a minimum distance of 3 (three) meters.

Article 7 Performance Standards

7.1 Performance Standards

- 7.1.1 The Concessionaire shall provide to Users the Specified Services in accordance with the Performance Standards stipulated at Schedule VII. The Performance Standards shall be displayed at all times at no less than 2 (two) places at each RTO and head office so as to be easily visible from a minimum distance of 3 (three) meters.

7.1.2 The Concessionaire shall record the time of receipt from the Users of application for availing of Specified Services and provision in full by the Concessionaire of the relevant Specified Services. The Concessionaire shall make such records available to the Authorized Representatives of GoO and GoO Auditors for their inspection, as and when reasonably required by GoO, provided that the Authorized Representatives and / or GoO Auditors shall not carry out such inspection more than 2 (two) times during any one month, for each GoO Office.

7.2 Failure to meet Performance Standards

7.2.1 If the Concessionaire fails to render any of the Specified Services to any User within the time frame stipulated in the Performance Standards applicable for such of Specified Services, then he shall be liable to pay to GoO, a Late Fine ("Late Fine"). However, no late fine shall be payable if such delay has occurred as a direct result of a prior default by GoO of any of its obligations under this Agreement.

7.2.2 The Late Fine payable in respect of the Specified Services for which such delay has occurred shall be an amount equivalent to 10% (ten percent) of the Service Charges relevant to such Specified Services.

7.2.3 The Late Fine shall be payable by the Concessionaire to the GoO on a monthly basis. The Concessionaire shall pay to GoO, Late Fine pertaining to any calendar month within 7 (seven) days from the end of the relevant month.

7.2.4 Within 7 (seven) days of end of every calendar month, the Concessionaire shall, in respect of each of the GoO Offices, submit to GoO, a monthly report, providing therein details regarding compliance with the Performance Standards the Late Fine payable and other relevant details in respect of each of the Specified Services as per the format to be specified by GoO.

Article 8 Inception Fee and Royalty

8.1 Inception Fee

In consideration of the rights granted by GoO to the Concessionaire under this Agreement, the Concessionaire has paid to GoO, before the execution of this Agreement, one-time, non-refundable and non-adjustable Inception Fee ("Inception Fee") of Rs. 2,000,000.00 (Rupees Two Million only).

8.2 Royalty

The Concessionaire shall pay to GoO, monthly in arrears for each month during the Concession Period, Royalty equal to 5 (Five) percent of the Gross Revenue earned by the Concessionaire during the relevant month. The Concessionaire shall pay to the Government, the Royalty for each calendar month within 7 (seven) days from the end of that month.

Article 9 GoO Receipts

9.1 Collection of GoO Receipts

The Concessionaire shall, for and on behalf of GoO duly and faithfully collect from Users, taxes and duties related to motor vehicles GoO receipts in accordance with the rates laid down in the Act and in such form and manner as informed by GoO to the Concessionaire from time to time.

9.2 Deposit of GoO Receipts

9.2.1 The Concessionaire shall exclusively deposit such daily GoO Receipts as have been collected by it in respective Designated Account no later than the next working day. For the purpose of this Clause, working day shall be deemed to be the day on which the branch of the Bank in which such Designated Account has been opened is open to public for acceptance of deposits.

9.2.2 The Concessionaire shall keep the GoO Receipts collected by it in a secure and safe place at all times in accordance with Good Industry Practice. The Concessionaire shall also transfer such receipts to the Bank in a safe and secure manner, in accordance with Good Industry Practice. The Concessionaire shall comprehensively and adequately insure such receipts at all times against all insurable risks.

9.3 Right of GoO

9.3.1 The Concessionaire unconditionally acknowledges the irrevocable right of GoO to give instructions to the Concessionaire from time to time regarding the GoO Receipts and the obligation of the Concessionaire to promptly and unconditionally follow such instructions, at its own cost and expense.

9.4 Failure to follow

9.4.1 Failure on the part of the Concessionaire to follow the stipulations mentioned in this Article 9 shall be an event of default under this Agreement and shall render the Agreement liable to be terminated forthwith by GoO and the Performance Guarantee forfeited without the grant of a Cure Period to the Concessionaire. Any termination of this Agreement on account of failure by the Concessionaire to follow the stipulations of this Article 9 shall not absolve the Concessionaire from depositing the GoO receipts promptly into the relevant Designated Account that may have been collected and lying with the Concessionaire.

9.4.2 The conditions of Clause 9.4.1 shall not apply if the Concessionaire has not been able to fulfill its obligations under this Article 9 due to the occurrence of a Force Majeure Event or a prior default on the part of GoO of any of its obligations that has directly resulted in the Concessionaire not being able to fulfill its obligations under this Article 9.

Article 10 Designated Account

10.1 The Designated Account

10.1.1 The Concessionaire shall open, establish and operationalize, in terms of this Article 10, an account (the "Designated Account") for each RTO and any other GoO Office in respect of which the Concessionaire shall be required to collect GoO Receipts. A Designated Account shall be:

1. Opened, established and operationalized with a Bank at its local branch in close vicinity of each RTO and any other GoO Office in respect of which the Concessionaire shall be required to collect GoO Receipts within a period of 60 days from the Appointed Date and in any case prior to the COD.
2. Maintained and in operation by the Concessionaire till a date which shall not be prior to the expiry of 90 (ninety) days from the date of Termination of the Concession Period.

10.1.2 Each Designated Account shall be opened and maintained by the Concessionaire at its own cost, risk and expense.

10.2 Operations of the Designated Account

In respect of each Designated Account, the Concessionaire acknowledges and accepts the following:

10.2.1 The deposits into the Designated Account shall be transferred to such GoO account and in such manner and timeliness as may be intimated by GoO to the Bank and the Concessionaire from time to time. The concessionaire shall not transfer any moneys into any Designated Account except as provided in Article 9.

10.2.2 The Concessionaire shall declare that all right, title and interest in and to each Designated Account and transfers made from each Designated Account shall be held by the Bank in trust for GoO. Amounts deposited in each Designated Account from time to time shall be held by the Bank in trust and received and applied as provided in and in accordance with this Article 10. No party other than GoO shall have any rights hereunder as the beneficiaries of or as third party beneficiaries under this Agreement. The Concessionaire and the Bank in which each such Designated Account is held shall unconditionally and promptly follow any directions that GoO may reasonably give with regard to each such designated account.

10.2.3 Procure from the Bank that monies held by the Bank in each Designated Account shall, until used or applied in accordance with this Agreement, be held by the Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Bank.

10.2.4 Procure from the Bank that the Bank shall agree not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of each Designated Account. For the

avoidance of doubt, the moneys held by the Bank in each Designated Account shall not be considered as part of the assets of the Bank and being trust property, shall in the case of bankruptcy or liquidation of the Bank be wholly excluded from the assets of Bank in such bankruptcy or liquidation.

- 10.2.5 Procure from the Bank that the Bank shall use its best efforts to procure and shall thereafter maintain and comply with all regulatory approvals required for it to establish and operate the Designated Accounts. Procure from the Bank the representation and warranty that it is not aware of any reason why such regulatory approvals will not be ordinarily granted to it in respect of each Designated Account.
- 10.2.6 Procure from the Bank that it shall inform to GoO and the Concessionaire any material event that may adversely affect the working of any Designated Account promptly, and in no case later than 3 (three) days from the occurrence of such material event.
- 10.2.7 Promptly and without any delay or demur follow and cause the Bank to follow all instructions that may be received in writing from time to time by the Concessionaire or the Bank, as the case may be, from GoO.

10.3 Others

The Concessionaire shall in respect of each Designated Account:

- 10.3.1 Promptly and in any case no later than 7 (seven) days from the date of opening of each Designated Account, inform GoO of the details of each such Designated Account.
- 10.3.2 Obtain from the Bank acknowledgement and acceptance of the stipulations laid down in Clause 10.2 and accordingly inform GoO, duly supported by two original copies of documents evidencing such acceptance and acknowledgement as may be received from the Bank, no later than 7 (seven) days from the date of opening of each Designated Account.
- 10.3.3 The Concessionaire shall inform to GoO any material event that may adversely affect the working of any Designated Account promptly, and in no case later than 3 (three) days from the time that the Concessionaire has become aware of the occurrence of such material event.
- 10.3.4 The Concessionaire shall also provide to GoO any other details that GoO may reasonably require, no later than 7 (seven) days from the receipt by the Concessionaire of a request in writing from GoO in this regard.

Article 11 Obligations and Undertakings

11.1 Obligations of the Concessionaire

The Concessionaire shall at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere

setout in this Agreement, the obligations set forth in this clause.

- 11.1.1 Make or cause to be made, necessary applications to the relevant Governmental Agencies with such particulars and details, as may be necessary from time to time for obtaining all Applicable Permits. Obtain such Applicable Permits in conformity with the Applicable Laws, and provide GoO with copies of such Applicable Permits within 7 (seven) days of procuring the Applicable Permits;
- 11.1.2 Renew, or cause to be renewed, all Applicable Permits from time to time, so as to ensure the validity of the Applicable Permits during the validity of the Agreement, provide copies of such Applicable Permits within seven (7) days of renewal of such Applicable Permits and inform GoO in writing within one day of lapse or withdrawal of any Applicable Permit;
- 11.1.3 Procure and keep valid, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated by it to perform its obligations under this Agreement;
- 11.1.4 Provide all assistance to the GoO Auditors as may be required by such GoO Auditors for performance of their respective duties and services;
- 11.1.5 Pay to the Government the various dues to it on time including, inter-alia, the Royalty, the Late Fine as specified in this Agreement. The Concessionaire acknowledges that any interest paid to GoO on account of late payment of its dues shall not provide the Concessionaire with the excuse to delay payment or non-payment of relevant dues. Payment of interest shall also not release the Concessionaire from fulfilling any of its obligations under this Agreement;
- 11.1.6 Provide to the Government reports on regular basis after the Appointed Date in such form and manner and at such frequency as may be specified by GoO;
- 11.1.7 Obtain and maintain in force all insurances in accordance with the provisions of this Agreement;
- 11.1.8 Make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement;
- 11.1.9 Comply with all Applicable Permits and Applicable Laws in the performance of the Concessionaire's obligations under this Agreement;
- 11.1.10 Be responsible for soundness and durability of the Smart Card based Driving Licenses and Registration Certificates issued by it and ensure their compliance with the Specifications;
- 11.1.11 Ensure at all times the Smart Card blanks for Driving Licenses, permits and Registration Certificates, other pre printed certificates, forms, tokens, receipts etc. prior to their issuance, are kept at all times in a secure place under its control and supervision;

- 11.1.12 Keep GoO informed of all material adverse events having an impact on the standing or capabilities of the Concessionaire to fulfill its obligations under this Agreement; and
- 11.1.13 Indemnify the GoO against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Concessionaire in connection with the performance of its obligations under this Agreement.
- 11.1.14 Make suitable arrangements for providing security of its personnel and equipment in Project Premises. The Concessionaire may employ an external security agency for this purpose with the prior written consent of GoO which consent shall not be unreasonably withheld.

11.2 Obligations of GoO

The GoO agrees to observe, comply and perform the following:

- 11.2.1 Assist and provide all reasonable support to the Concessionaire in obtaining Applicable Statutory Permits required for the Project;
- 11.2.2 Notify the Concessionaire no later than 90 (ninety) days prior to the date of start of operations of a new RTO being set up within the State;
- 11.2.3 Make available to the Concessionaire the GoO Premises at each GoO Office, within the time frame stipulated, and fulfill its obligations under Clause 5.2 in respect thereof.
- 11.2.4 Ensure timely fulfillment of obligations of GoO as specified in the Service Procedures.
- 11.2.5 Issue and Publish the Service Charge Notification in accordance with the terms and conditions of this Agreement including the Service Charge Notification for any amendments / escalations to the Service Charges.
- 11.2.6 Provide all reasonable assistance and support to the Concessionaire to enable it to fulfill its obligations under this Agreement.
- 11.2.7 Observe and comply with its obligations set forth in this Agreement.
- 11.2.8 GoO shall ensure supply of adequate number of pre-printed forms relating to learner licence, permanent driving licence, registration certificates, fitness certificates etc and cash receipts for collection of fees and taxes to the concessionaire.

Article 12 Representations and Warranties

12.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the GoO that:

- 12.1.1 It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- 12.1.2 It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 12.1.3 It has taken all necessary corporate and other action under Applicable Laws and Applicable Permits and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- 12.1.4 It has the financial standing and capacity to undertake the Project;
- 12.1.5 This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 12.1.6 It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 12.1.7 All the information furnished in the Proposal is, and shall be, true and correct as on the Appointed Date and the balance sheet, profit and loss account and any other financial statement of the Concessionaire for each of its Accounting Years after the Appointed Date furnished to the GoO shall give true and fair view of the affairs of the Concessionaire;
- 12.1.8 It shall furnish a copy of the audited accounts of the Company within 180 (one hundred and eighty) days of the close of its each Accounting Year after the Appointed Date and any material change subsequent to the date of such accounts shall be notified to the Government by the Concessionaire within 30 (thirty) days of its occurrence and warrants that the accounts and the information furnished as aforesaid shall be true and correct;
- 12.1.9 The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Memorandum and Articles of Association of the Concessionaire or any Applicable Laws or any covenant, Agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected;
- 12.1.10 There are no actions, suits, proceedings, or investigations pending or, to the Concessionaire's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Concessionaire under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect on its business, properties or assets or its condition, financial or otherwise, or in any

impairment of its ability to perform its obligations and duties under this Agreement;

12.1.11 It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any Material Adverse Effect or impairment of the Concessionaire's ability to perform its obligations and duties under this Agreement;

12.1.12 It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect on its financial condition or its ability to perform its obligations and duties under this Agreement;

12.1.13 The company is duly authorised under the laws of the jurisdiction of its incorporation and has full power and authority to consent and has validly consented to and requested the Government to enter into this Agreement with the Concessionaire pursuant to its Memorandum and Articles of Association and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

12.1.14 None of the "Major Shareholders" of the Company at the time of the Appointed Date shall dilute their shareholding for a period not less than 5 (five) years from the Appointed Date;

12.1.15 No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Government, or to any Governmental Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

12.1.16 It warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Concessionaire, to any person by way of Price, commission or otherwise for securing the Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of the GoO and GoI in connection therewith.

12.2 Representations and Warranties of GoO

The GoO represents and warrants to the Concessionaire that:

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

12.2.2 The Government has taken all necessary action to authorise the execution, delivery and performance of this Agreement;

12.2.3 This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and

12.2.4 The GoO is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any sovereign immunity in any jurisdiction in regard to matters set forth in this Agreement.

Article 13 Disclaimer

13.1 Disclaimer

13.1.1 The Concessionaire acknowledges that prior to execution of this Agreement, the Concessionaire made an careful and complete examination as well as independent evaluation of the number of driving license issued in the state, vehicle population in the State of Orissa, and Specifications and has determined to the Concessionaire's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.

13.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 13.1 above and hereby confirms that the GoO shall not be liable for the same in any manner whatsoever to the Concessionaire.

13.1.3 Notwithstanding any review or comments that GoO may have made of the Work Plan at any time, GoO shall not be liable for the same in any manner whatsoever and the Concessionaire shall remain solely responsible for and shall not be relieved or absolved in any manner whatsoever of its obligation, duties and liabilities as set forth in this Agreement.

Article 14 PROJECT ESTABLISHMENT AND OPERATIONS

14.1 Concessionaire obligations to establish Project Facilities

14.1.1 GoO hereby grants to the Concessionaire for the Concession Period the right and license to enter upon all real estate comprised in the GoO Premises and to survey design, engineer, procure, construct, operate and maintain the Project in accordance with the provisions of this Agreement. Such right and license of the Concessionaire to the use the GoO Premises shall be subject to:

1. Any existing utilities and or structures on, under or above the GoO Premises are kept in continuous satisfactory use;
2. A right of access by the GoO to perform its obligations and rights under the Agreement or any other functions that it has.

14.1.2 The license and the right to use the GoO Premises shall be granted for the purpose of carrying out the functions placed upon the Concessionaire under the Agreement and not for any other purposes.

14.1.3 The Concessionaire will undertake implementation of the Project in conformity with the Project Completion Schedule and the Project Milestones set forth in Schedule IX to complete the establishment of Project facilities as specified in the Scope of Project in accordance with the specifications so as to

achieve COD on or before the Schedule COD (SCOD). If the Concessionaire fails to achieve any such milestone other than COD within a period of 30 (thirty) days from the date set forth in Schedule IX, then it shall pay Damages to GoO at the rate of Rs.20,000 (Rs. twenty thousand) per day until such milestone is achieved. GoO may either recover such damages from the Performance Guarantee or demand payment thereof from the Concessionaire. The Concessionaire shall make such payment within 7 (seven) days of receiving such demand from GoO.

14.1.4 The Concessionaire guarantees that the COD shall be achieved in accordance with the provisions of this Agreement on a date not later than 135 (one hundred and thirty five) days from the Appointed Date ("Scheduled Commercial Operations Date"). If the COD is not achieved by the SCOD for any reason other than conditions constituting Force Majeure or for reasons attributable to GoO or any Governmental Agency, the Concessionaire shall pay to GoO as daily Damages for delay in the achievement of the COD, an amount calculated at the rate of Rs.100,000 (Rs. One hundred thousand) per day until COD is achieved. The Concessionaire shall make such payment within 7 (seven) days of receiving such demand from GoO. If the COD does not occur within 60 (sixty) days from the SCOD, GoO shall be entitled to Terminate this Agreement in accordance with the provisions of Article 19.

14.1.5 COD of the Project shall be the date on which GoO has certified that the facilities for the Project can be put to satisfactory use in accordance with the Scope of the Project, Specifications and other terms and conditions of this Agreement.

14.1.6 Pre-COD

1. The Concessionaire shall inform to GoO of the likely date of COD and shall give notice of its intent to start commercial operations on the COD at least before 30 (thirty) days of the COD.
2. GoO shall arrange to inspect the facilities for the Project set up by the Concessionaire and carry out any tests and trial runs and accordingly inform in writing to the Concessionaire at least 21 (days) prior to likely date of COD. The intimation sent by GoO shall include the schedule of inspection / tests, details of the test to be carried out, the persons (including GoO Auditors) carrying out the inspections / tests. Provided however that any tests (not including any further tests mentioned in 3) to be carried out by GoO shall be concluded no later than 7 (seven) days prior to the likely date of COD.
3. Upon conducting the inspection / tests if GoO is not satisfied with the results thereof, it shall immediately notify the Concessionaire of its findings, in which case the Concessionaire shall promptly take such action as will achieve such satisfaction. Such procedure shall be repeated as necessary after rectification and remedy of reasons/ causes by the Concessionaire on account of which the inspection / tests were unsuccessful until GoO is satisfied that the facilities for the Project have been set up in accordance with this Agreement and are capable of being put to commercial use by the Concessionaire.

4. The concessionaire shall operationalise a pilot project on issuance of smart card DL and smart card R.C basing on *Sarathi* & *Vahan* software 75 days before COD at RTO, Bhubaneswar upto the satisfaction of GoO. The necessary support in this regard shall be provided by Transport Commissioner, GoO.
 5. Provided however, that any delay that may be caused due to the inspection / tests being found unsatisfactory by GoO, shall be to the account of the Concessionaire and shall not excuse the Concessionaire from achieving COD by the SCOD and any other obligations of the Concessionaire in this regard.
 6. If GoO does not adhere to the time schedule mentioned in Clause 2, the Concessionaire shall be fully within its right to start commercial operations and declare COD on the date so indicated by the Concessionaire in Clause 1.
 7. No later than 15 (fifteen) days prior to the likely date of COD, GoO will publish and it should appear in at least 2 (two) English dailies and 2 (two) local language dailies, on 2 (two) separate occasions, notices of commencement of the Project operations including name of the Concessionaire, Specified Services, Schedule of Service Charges, website details, likely date of COD and contact details of the Concessionaire.
- 14.1.7 Not later than 30 (thirty) days prior to the likely date of COD, the Concessionaire shall provide to GoO detail drawings and specifications of the architecture of local area network and wide area network established by the Concessionaire. Thereafter, the Concessionaire shall update such drawings as and when it may make any changes thereto.
- 14.1.8 The Concessionaire shall, upon receipt of intimation from GoO in accordance with Clause 11.2.2 promptly coordinate with GoO to extend the facilities of the Project to any new RTO being set up. Upon such intimation by GoO to the Concessionaire, all terms and conditions of this Agreement shall apply mutatis mutandis to both Parties in respect of such new RTOs. Provided however, that GoO shall in consultation with the Concessionaire, provide to the Concessionaire, sufficient time to extend its facilities to the new RTO and start commercial operations therein.
- 14.2 Concessionaire obligations to operate and maintain Project facilities
- 14.2.1 The Concessionaire shall operate and maintain the facilities of the Project and if required, modify, repair or otherwise make improvements to these facilities to comply with Specifications, and other requirements set forth in this Agreement, Good Industry Practice, Applicable laws and Applicable Permits and manufacturer's guidelines and instructions and more specifically:
1. Carrying out various activities in accordance with the Scope of the

Project as laid out in Schedule II;

2. Collecting for and on behalf of GoO the GoO Receipts;
 3. Providing services to Users for a daily minimum aggregate period of 8 (eight) hours concurrent with the business hours of the relevant RTO on all working days and prominently display such business hours at 2 (two) locations so as to be visible from a distance of 3 (three) meters;
 4. Undertaking routine maintenance outside normal business hours stipulated in Clause 3;
 5. Undertake prompt repairs of in case of breakdown of any equipment and have sufficient spare equipment on standby in order to ensure that the service to Users is at no time disrupted for a period exceeding 30 (thirty) minutes during the business hours stipulated in Clause 3 above except that in the event of an emergency, the operations may be suspended for a longer period. In case of an emergency the Concessionaire shall take all steps to mitigate the effects of the emergency and promptly inform GoO of the nature of the emergency and the steps taken to mitigate the effects of the emergency;
 6. Carry out periodic preventive maintenance;
 7. Maintain a public relations unit to interface with and attend to suggestions from Users, the media, Governmental Agencies, and other external agencies;
 8. Adhere to the safety standards including inter alia fire safety standards in line with Good Industry Practice;
 9. Upgrade or modify the Hardware, Software, Connectivity infrastructure, Centralized Online Data Management System and such other equipment and / or facilities as may be stipulated by GoI or GoO in such manner and timeliness as may be stipulated;
 10. Take all necessary steps to ensure security, safety and integrity of data and keep GoO informed of all such steps taken from time to time;
 11. Station at all times during working hours at each GoO office suitably qualified and experienced hardware and software supervisors provided that supervisors for operations of Sarathi and Vahan shall be appointed by GoO; and
 12. Keep in a secure and safe manner and in line with Good Industry Practice the administrator password for the facilities set up at each GoO Office.
- 14.2.2 The Concessionaire shall prepare and submit to GoO not later than 30 (thirty) days before the SCOD, 3 (three) copies of a repair and maintenance manual

(the "Maintenance Manual") for the regular and periodic maintenance of the Project facilities and shall ensure and procure that at all times, the Project facilities are maintained in a manner that they comply with the Specifications. GoO shall inform of the Concessionaire of its observations on the Maintenance Manual and any required changes no later than 7 (seven) days before the SCOD and the Concessionaire in discussion with the GoO shall carry out the necessary changes. Provided however, that if the comments of GoO are not received by the Concessionaire prior to expiry of the aforesaid period of 7 (seven) days, GoO shall be deemed to have given its approval to the Maintenance Manual submitted by the Concessionaire.

14.2.3 Not later than 15 (fifteen) days before the beginning of each Accounting Year, the Concessionaire, shall in consultation with GoO, prepare and provide to GoO, its proposed programme of preventive and other scheduled maintenance of the Project facilities to the minimum maintenance requirements set forth in Maintenance Manual necessary to maintain the Project facilities at all times in conformity with the Specifications which shall include but not be limited to the following:

1. Intervals and procedures for the carrying out inspection of all elements of the Project facilities;
2. Criteria to be adopted for deciding maintenance needs;
3. Preventive maintenance schedule;
4. Intervals at which the Concessionaire shall carry out periodic maintenance; and
5. Intervals for major maintenance and the scope thereof.

14.2.4 Maintenance shall include replacement of equipment/consumables, upkeep of all Project facilities in good order and working condition. Maintenance shall not include the extension of any Project facilities to any new RTO that may be set up by GoO.

14.2.5 The Concessionaire hereby agrees to observe, comply and perform the following as more particularly detailed in the Work Plan at Schedule VIII:

1. Station employees with high probity for rendering the Specified Services; and
2. Ensure that access to the Smart Card blanks, driving licenses, registration certificates, receipts, tokens etc. including the related work in process is limited only to persons specifically authorized in this regard. The complete list of persons so specified by the Concessionaire shall be submitted to GoO and in case of any changes therein immediately upon affecting such changes. The Concessionaire shall provide photo identity cards to its authorized personnel employed at the Project Premises and cause them to compulsorily wear such photo identity cards at all times within the Project

Premises.

14.2.6 GoO reserves the right to carry out inspections of the Project Premises and the records maintained therein by the Concessionaire, to ascertain whether, the Hardware, the Software, Connectivity, Website and the Centralized Online Data Management System provided by the Concessionaire are in accordance with the Project Scope and the records are authentic, consistent with the Royalty being paid by the Concessionaire, as also the GoO Receipts are being collected and deposited in the Designated Account by the Concessionaire in accordance with this Agreement. The Concessionaire shall allow and facilitate access to the relevant records for any duly authorized representative or agent of GoO including any GoO Auditors to carry out such inspection. If in reasonable opinion of GoO, the Hardware, the Software, the Connectivity, Website and the Centralized Online Data Management System are not in compliance with the Project Scope and the Specifications, then GoO shall require the Concessionaire to take remedial steps in this regard to the satisfaction of GoO within such time period as may be stipulated by GoO in its sole discretion and the Concessionaire shall be obliged to take such remedial steps.

14.2.7 At all times keep GoO informed of details including contact details of managers, supervisors and / or administrators appointed at each of the Project Premises.

14.2.8 Provide to GoO, all information as may be reasonable, requested by GoO in a timely and efficient manner.

14.2.9 Transport department shall engage I.T personnel, trained by NIC, who will be responsible for Database & System Administration at different RTOs & Head office. The concessionaire shall pay the monthly wages of these I.T personnel through the Transport Department. The payment structure and detailed duty chart of these personnel shall be decided by Transport Commissioner in consultation with the Concessionaire.

14.3 Change Of Scope

14.3.1 GoO may, notwithstanding anything to the contrary contained in this Agreement, require provision of such additional facilities and services for the Project which are beyond the Scope of the Project as contemplated by this Agreement ("Change of Scope"), provided such changes do not require expenditure exceeding 5% (five per cent) of the total project cost as may be estimated by the Concessionaire and has been submitted as part of the Proposal in response to the IFB and do not adversely affect the COD. All such changes shall be made by GoO by an order (the "Change of Scope Order") issued in accordance with the procedure set forth in this Clause 14.3.

14.3.2 Procedure for Change of Scope

1. Upon receipt of such Change of Scope Notice, the Concessionaire shall provide to GoO such information as is necessary and reasonable together with preliminary documentation in support of the following:

- i. The impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the work is required to be carried out before COD, and
- ii. The cost to the Concessionaire of complying with such Change of Scope Notice.
- iii. The options suggested for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time for the implementation thereof including a detailed breakdown by work classifications.
- iv. If GoO desires, after receipt of information set forth hereinabove to proceed with the Change of Scope, it shall convey the desired option to the Concessionaire by issuing a Change of Scope Order and thereupon the Parties shall make good faith efforts to mutually agree upon the costs and time for implementing of the same. The Parties shall also make good faith efforts to mutually agree upon the method of recovery of costs incurred by the Concessionaire including inter-alia increase in Service Charges for the Specified Services or introduction of service charges for such additional services as may be required to be provided pursuant to such Change of Scope. Upon reaching an agreement relating to such costs and time, GoO shall issue a written confirmation of the Change of Scope Order and thereupon the Concessionaire shall proceed with performance of such order.
- v. In the event, the Parties are unable to agree, the matter shall be resolved in accordance with the dispute resolution procedure given in this Agreement.

14.3.3 All claims by the Concessionaire pursuant to this Clause 14.3 shall be supported by such documentation as is reasonably sufficient for GoO to determine the accuracy thereof, including invoices from Concessionaires and sub concessionaires and certification of such claims by the statutory auditors.

Article 15 Monitoring and Supervision

15.1 Comparison of Data

The Concessionaire shall undertake monthly comparison of its data warehouse with the corresponding data of the RTO and rectify and bring to the notice of, GoO any discrepancies.

15.2 Inspection of Project Premises

GoO reserves the right to inspect the Project Premises at any time with or without prior intimation for a review of Concessionaire's functions and practices and the compliance by the Concessionaire with its obligations under this Agreement.

15.3 GoO Auditors

15.3.1 For the purpose of carrying out its various rights and obligations under this Agreement, GoO may, at all times, appoint external auditors (GoO Auditors) to audit and inspect various functions comprising of but not limited to accounts, security, technical and data management systems including all records and statements relating thereto and make out an Inspection Report

of such inspection (the "Inspection Report"). The External Auditor shall send a copy of its Inspection Report to the GoO and the Concessionaire. The Concessionaire shall within seven (7) days of the receipt of the Inspection Report, remedy the defects and deficiencies, if any, set forth in such Inspection Report and submit its report in respect thereof to the relevant GoO Auditor and GoO. If the Inspection Report indicates any serious malpractice on the part of the Concessionaire, GoO reserves the right to terminate this Agreement as per Article 19.

15.3.2 The terms of reference for the GoO Auditors shall be as decided by GoO from time to time under advice to the Concessionaire. GoO reserves the right to modify the terms of reference of the GoO Auditors at any time.

15.3.3 Any such audits shall not exceed four (4) for each function in any calendar year. Provided however, that if GoO has reason to believe that there has been a material breach of Agreement by the Concessionaire, then GoO shall not be bound by the covenants of this Clause and may authorize such independent audit as it may reasonably deem fit.

15.3.4 GoO shall appoint such External Auditors at its own cost, risk and expense.

Article 16 Insurance

16.1 Insurance Cover

16.1.1 The Concessionaire shall effect and maintain, or cause to be effected and maintained, at no cost to GoO during the validity of Agreement such insurances upto such maximum sums as may be required under and in accordance with Applicable Laws and such insurance as the Concessionaire may consider necessary or desirable in accordance with Good Industry Practice, including third party insurances. The Concessionaire shall also effect and maintain such insurance as may be necessary for mitigating the risks that may devolve on GoO as a consequence of any act or omission by the Concessionaire during the validity of the Agreement.

16.1.2 More particularly, the insurances as mentioned in Clause 16.1.1 and pertaining to the GoO Receipts shall be taken in consultation with and with the prior written consent of GoO. In all matters pertaining to the insurance of GoO Receipts, the decision of GoO shall be final and binding on the Concessionaire.

16.2 Evidence of Insurance Cover

All insurance obtained by the Concessionaire in accordance with this Article 16 shall be maintained with insurers / re-insurers and on terms consistent with Good Industry Practice. Within 15 (fifteen) days [3 (three) days in respect of GoO Receipts] of obtaining any insurance cover, the Concessionaire shall furnish to GoO, copies of certificates of insurance, copies of the insurance policies signed by an authorized representative of the insurer and copies of all premia payment receipts in respect of such insurance received from each insurance carrier, and such

insurance will not be cancelled, changed or not renewed until the expiration of at least forty five (45) days after written notice of such cancellation, change of non-renewal has been received by GoO.

16.3 Remedy on Failure to Insure

If the Concessionaire shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, GoO shall have the option to keep in force any such insurance, and pay such premia and recover all costs thereof from the Concessionaire. Provided however, that any failure on part of the Concessionaire to adhere to the stipulations of Clause 16.2 in respect of the GoO Receipts shall be construed as a Concessionaire event of default under the terms of this Agreement and GoO may forthwith terminate this Agreement.

16.4 Waiver of Subrogation

All insurance policies taken by the Concessionaire shall include a waiver of any right of subrogation of the insurers there under against, inter alia, GoO and Governmental Agencies and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy.

16.5 Concessionaire Waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of recovery against, inter alia, the GoO, and Governmental Agencies, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

Article 17 FORCE MAJEURE

17.1 Force Majeure

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of the events defined in Clause 17.2 hereinafter which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event is:

- i. Beyond the reasonable control and not arising out of the fault of the Affected Party,
- ii. The Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money and
- iii. Has a Material Adverse Effect on the Project.

17.2 Force Majeure Events

For purposes of this Article 17 Force Majeure Events shall mean one or more of the following acts or events:

- i. Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Project Premises,) or landslide;
- ii. Radioactive contamination or ionizing radiation;
- iii. Strikes or boycotts (other than those involving the Concessionaire or its employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days in an Accounting Year, and not being an event set forth in Clause 17.2 (vi) hereof;
- iv. Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings for reasons other than failure of the Concessionaire to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any Agreement, or enforcement of this Agreement or exercise of any of its rights under this Agreement by GoO; or
- v. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of Specified Services or collection of Service Charges by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;
- vi. Industry wide or state wide or India wide strikes or industrial action which prevent rendering of Specified Services and collection of Service Charges by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;
- vii. Any public agitation which prevents rendering of Specified Services and collection of Service Charges by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;
- viii. Expropriation or compulsory acquisition by any Governmental Agency of any assets of the Concessionaire at the Project Premises or rights of the Concessionaire; or
- ix. Unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Concessionaire to perform its obligations under this Agreement (other than a consent the obtaining of which is Condition Precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits;
- x. Any event or circumstance of a nature analogous to any of the foregoing.

17.3 Effect of Force Majeure Event

Upon the occurrence of any Force Majeure Event, the following shall apply:

- i. There shall be no Termination;
- ii. The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event;
- iii. The Concessionaire will not be liable to pay the Late Fine to the GoO for the period for which the force majeure events persist.

17.4 Liability for other losses, damages etc.

Save and except as expressly provided in this Article 17, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Article 17.

17.5 Excuse from performance of obligations

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

2. The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
3. The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence, and
4. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.

Article 18 Suspension

18.1 Material Breach and Suspension

18.1.1 If the Concessionaire shall be in Material Breach of this Agreement, GoO, shall be entitled in its sole discretion and without prejudice to its other rights and remedies under this Agreement including its right of Termination hereunder, to:

5. Suspend all or any of the rights of the Concessionaire under this Agreement including the Concessionaire's right to collect the Service Charges;
6. Exercise the rights of the Concessionaire under this Agreement itself or authorize any other person to exercise the same during such suspension. Such suspension by GoO shall be by a communication in

writing to the Concessionaire and shall be effective forthwith upon the issue thereof to the Concessionaire.

18.1.2 The suspension of the rights of the Concessionaire by GoO pursuant to Clause 18.1.1 above shall be revoked by GoO forthwith upon the Concessionaire having remedied the Material Breach during such suspension period to the satisfaction of GoO unless in the meantime this Agreement has been terminated by GoO.

18.1.3 The suspension of the rights of the Concessionaire by the GoO pursuant to Clause 18.1.1 shall not absolve the Concessionaire from its obligations set forth in this Agreement.

Article 19 Termination

19.1 Termination for the Concessionaire Event of Default

19.1.1 Concessionaire Event of Default

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

7. The Concessionaire fails to commence the services as defined in Scope of the Project on or prior to the SCOD;
8. The Concessionaire fails to render the services as defined in Scope of the Project for a continuous period of 1 (one) week at any of the GoO Offices during the Concession Period without the prior written approval from the GoO;
9. The Concessionaire is in Material Breach of this Agreement;
10. The Concessionaire commits default in complying with any of the terms and conditions of this Agreement and fails to remedy or rectify the same within the period provided in a notice in this behalf from GoO which shall require the Concessionaire to remedy the breach or breaches referred to in such notice within 1 (one) week (or such longer period as may be agreed by GoO at its absolute discretion);
11. The Concessionaire creates any encumbrance, charges or lien in favor of any person without the concurrence of GoO;
12. The transfer, pursuant to law of either
 - i. The rights and/or obligations of the Concessionaire under this Agreement, or
 - ii. All or material part of the assets or undertaking of the Concessionaire except where such transfer, in the reasonable opinion of GoO does not affect the ability of the Concessionaire to perform except where such financial and technical capability to perform its obligations under this Agreement;

13. The Concessionaire is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Concessionaire or for any of its property that has a material bearing on the Project;
 14. Any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by court except for the purpose of amalgamation or reconstruction provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and provided that:
 - ii. The amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement;
 - iii. The amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement
 - iv. This Agreement remains in full force and effect;
 1. The Concessionaire repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;
 2. The Concessionaire suffers an execution being levied on any of its assets/equipment causing a Material Adverse Effect on the Project and allows it to be continued for a period of 15 (fifteen) days;
 3. The Concessionaire has delayed any payment that has fallen due under this Agreement if such delay exceeds 90 (ninety) days. The stipulations of this Clause 19.1.1 shall not apply in respect of GoO Receipts collected by the Concessionaire for which stipulations of Clause 9.4 shall be applicable;
 4. The Concessionaire is in default to any of the Senior Lenders and a notice in writing to this effect has been received by GoO from the Senior Lenders.
- 19.1.2 In the event of the Concessionaire being in default under any of the provisions hereof expressly providing for Termination under or in accordance with this Clause 19.1.2, GoO shall be entitled to terminate this Agreement forthwith by issuing a Termination Notice to the Concessionaire and upon issue of such Termination Notice by GoO, this Agreement shall stand terminated forthwith, provided that before issuing the Termination Notice, the Government shall by a notice in writing inform the Concessionaire of its intention to issue the Termination Notice (the "Preliminary Notice") and grant 15 (fifteen) days time to the Concessionaire to make its representation, if any, against such intended Termination Notice and shall after the expiry of said 15 (fifteen) day period whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice. Provided further that prior to such Termination, GoO shall, by notice, grant to the Concessionaire a cure period of 45 (forty five) days for curing the relevant breach or default of the provisions of this Agreement. Provided further that a

copy of the termination notice shall also be sent to the Senior Lenders and the Senior Lenders shall be entitled to exercise their rights of step-in under the provisions of Clause 21.2 within the cure period mentioned herein above.

19.2 Termination for GoO Event of Default

19.2.1 GoO Event of Default

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

5. GoO is in breach of this Agreement and such breach has a Material Adverse Effect on the Concessionaire and the GoO has failed to cure such breach or take effective steps for curing such breach within 30 (thirty) days of receipt of notice in this behalf from the Concessionaire;
6. GoO repudiates this Agreement or otherwise evidences an irrevocable intention not to be bound by this Agreement;

19.3 Consequence of Termination

Upon Termination of this Agreement for any reason whatsoever by either of the parties:

19.3.1 The Concessionaire shall hand over the entire Project Premises, Centralized Online Data Management System and all other facilities established by the Concessionaire in accordance with this Agreement and maintained by it along with computing hardware, software and networking equipment used to establish and maintain such database and transfer such equipment in the name of the GoO without any compensation.

19.3.2 The Concessionaire and any person claiming through or under the Concessionaire shall not enter any part of any Project Premises beyond the date on which the 'Termination Notice' takes effect; and/or

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

19.3.4 Notwithstanding anything to the contrary contained in this Agreement, GoO shall be within its right to appoint any other operator or vendor or manufacturer to manufacture to render the services mentioned in the Scope of the Project on Termination of this Agreement.

19.3.5 If the concessionaire has availed credit facility too the assets (Computer Hardware, peripherals, furnitures, fixtures, electrical equipments etc.) and termination executed for the fault of concessionaire the senior lender will step in to substitute the concessionaire in consultation with Transport Department, GoO.

Article 20 Divestment of Rights and Interests

20.1 Concessionaire to Comply

Upon Termination of this Agreement, the Concessionaire shall comply with the following:

20.1.1 Notify to GoO forthwith the location and particulars of all assets relating to the Project;

20.1.2 Deliver forthwith actual or constructive possession of the Project Premises and all assets relating to the Project free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by GoO for fully and effectively divesting the Concessionaire of all of the rights, title and interest of the Concessionaire in the Project and conveying the Project Premises and all assets relating to the Project free of any charge or cost to GoO; and

20.1.3 Comply with the Divestment Requirements set out in Clause 20.2.

20.2 Divestment Requirements

Upon Termination of this Agreement, the Concessionaire shall comply and conform to the following Divestment Requirements in respect of the Project:

20.2.1 All assets relating to the Project including the Project Premises, Centralized Online Data Management System and all other facilities established by the Concessionaire in accordance with this Agreement and maintained by it along with computing hardware, software and networking equipment used to establish and maintain such database and transfer such equipment shall have been renewed and cured of all defects and deficiencies as necessary so that these are compliant with the Specifications set forth in this Agreement;

20.2.2 The Concessionaire delivers relevant records and reports pertaining to the Project and its design, operation, and maintenance including all operation and maintenance records and programmes and manuals pertaining thereto and complete as built drawings, software details and architecture of local area network and wide area network and hardware on the Divestment Date;

20.2.3 The Concessionaire executes such deeds of conveyance, documents and other writings as the GoO may reasonably require to convey, divest and assign all the rights, title and interest of the Concessionaire in the Project free from all Encumbrances absolutely and free of any charge or tax unto the GoO or its nominee; and

- 20.2.4 The Concessionaire complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the Concessionaire in the Project free from all Encumbrances absolutely and free of any charge or tax to GoO or its nominee.
- 20.2.5 Not earlier than 3 (three) months before the expiry of the Concession Period but not later than 30 (thirty) days before such expiry, or in the event of earlier Termination of this Agreement, immediately upon but not later than 15 (fifteen) days from the date of issue of Termination Notice, the GoO Auditor shall verify, in the presence of a representative of the Concessionaire, compliance by the Concessionaire with the Divestment Requirements set forth in Clause 20.2 in relation to the Project and, if required, cause appropriate tests to be carried out at the Concessionaire's cost for determining the compliance therewith. If any shortcomings in the Divestment Requirements are found by either Party, it shall notify the other of the same and the Concessionaire shall rectify the same at its cost. The provisions of Article 20 shall apply mutatis mutandis in relation to repair or curing of defects under this Clause 20.2.
- 20.2.6 Upon the Concessionaire conforming to all Divestment Requirements and handing over actual or constructive possession of the Project to GoO or a person nominated by GoO in this regard, GoO shall issue a certificate to the Concessionaire which will have the effect of constituting evidence of divestment of all rights, title and lien in the Project by the Concessionaire and their vesting in GoO pursuant hereto. Issue of the Vesting Certificate shall not be unreasonably withheld by GoO. The divestment of all rights, title and lien in the Project shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the certificate under this clause 20.2.6 has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by GoO or its nominee on or in respect of the Project on the footing as if all Divestment Requirements have been complied with by the Concessionaire.

Article 21 Assignments and Charges

- 21.1 Concession not to be Assigned.
- 21.1.1 This Agreement shall not be assigned by the Concessionaire except with prior consent in writing of GoO, Government shall be entitled to decline such request without assigning any reason whatsoever.
- 21.1.2 The Concessionaire shall neither create nor permit to subsist any encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement except with prior consent in writing of GoO, which consent Government shall be entitled to decline without assigning any reason whatsoever.
- 21.1.3 Notwithstanding anything to the contrary contained in this Agreement, GoO

may assign any of its rights and benefits and/or obligations under this Agreement pursuant to any direction of GoI or by operation of law or in the course of its own business.

21.2 Rights of Senior Lenders

Senior Lenders may exercise the rights of step-in or substitution provided that:

21.2.1 The Senior Lenders representing 75% of secured creditors of the Concessionaire approach the GoO with the request to exercise the step-in rights at least 45 days prior to the date when such step-in is proposed to be carried out. Such Senior Lenders shall also propose the name of the person intending to substitute the Concessionaire with such details as GoO may require. GoO may grant approval to the Senior Lenders in respect of the person intending to replace the Concessionaire which approval shall not be unreasonably withheld.

21.2.2 The person substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations under this Agreement as if it were the Concessionaire.

21.2.3 In the event of such step-in or substitution, an additional Cure Period of 45 (forty five) days shall be provided by GoO to enable the Concessionaire to cure any breach or default subsisting on the day of such step-in or substitution.

21.2.4 Senior Lenders shall not be entitled to step in to operate and manage the Concession by themselves

Article 22 Termination Compensation

In the event of this Agreement being terminated by either of the Parties prior to the expiry of this Agreement, the following compensation (Termination Compensation) shall be made by GoO to the Concessionaire:

22.1 Concessionaire Event of Default

Upon Termination by GoO on account of occurrence of Concessionaire Event of Default, the GoO shall invoke the performance guaranty and realize the amount as mentioned in Article –IV of this agreement.

22.2 GoO Event of Default

Upon Termination by the Concessionaire on account of a GoO Event of Default, the Concessionaire shall be entitled to receive from GoO by way of Termination Compensation a sum equal to the present market value of the asset.

22.3 Force Majeure Event

Upon Termination by the Concessionaire on account of a Force Majeure Event, the Concessionaire shall be entitled to receive from GoO by way of Termination Compensation the following amounts:

22.3.1 If the Termination is on account of any of the events described in Sub-clauses (i), (ii), (iii), or (iv) of Clause 17.2 or any event or circumstance of a nature analogous to any of these events, the Concessionaire shall be entitled to receive from GoO by way of Termination Compensation an amount equal to 90% of the Debt Due less due insurance claims if any, provided that in the event some insurance claims are not admitted, then 80 (eighty) per cent of such claims shall qualify for being included in the computation of Debt Due.

22.3.2 If the Termination is on account of any of the events described in sub-clauses (v), (vi), (vii), (viii), or (ix) of Clause 17.2 or any event or circumstance of a nature analogous to any of these events, the Concessionaire shall be entitled to receive from GoO by way of Termination Compensation an amount equal to:

- i. Any total Debt Due, provided debt service is as per the original sanction terms of the lender(s), plus market value of the wares of no debt. Or
- ii. Market value (to be estimated by GoO through Govt. approved Chartered Engineer) of the assets created for the project relating to Smart Card Based Driving Licensees and Registration Certificates and other aspects of E-Governance in the Transport Department,

whichever is higher.

Article 23 Change In Law

23.1 Change in Law

23.1.1 For the purposes of this Article 23, Change in Law means

- i. any enactment or issue of any new law
- ii. any amendment, alteration, modification or repeal of any existing law, and
- iii. an interpretation of law by any competent court, tribunal, authority, government official or legislature, which is contrary to the existing commonly accepted interpretation of the same and in each case occurring after the date of this agreement.

23.2 Remedy for Change in Law

23.2.1 If as a result of Change in Law, the Concessionaire suffers an increase in costs, the aggregate financial effect of which exceeds 10% of the Service Charges, the Concessionaire may notify GoO in writing and propose amendments to this Agreement so as to put the Concessionaire in the same financial position as it would have occupied had there been no such Change in Law resulting in such cost increase. Any such notice will have to be accompanied by necessary particulars duly certified by a chartered

accountant or the statutory auditors of the Concessionaire. Upon notification by the Concessionaire as aforesaid, the Concessionaire and the GoO shall meet as soon as reasonably practicable, but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on alternative arrangements to implement the foregoing.

23.2.2 Provided that if no agreement is reached as aforesaid by the Parties within 90 (ninety) days of the meeting pursuant to this Clause, the notification shall be deemed as a dispute and shall be resolved as per Article 25.

23.2.3 If as a result of Change in Law, the Concessionaire enjoys a reduction in costs, the aggregate financial effect of which exceeds 10% of the Service Charge, the GoO may so notify the Concessionaire and propose amendments to this Agreement so as to put the Concessionaire in the same financial position as it would have occupied had there been so such Change in Law resulting in such decreased cost. Upon notification by GoO as aforesaid, GoO and the Concessionaire shall meet as soon as reasonably practicable as but not later than 30 (thirty) days of the date of notice and either agree on such amendments to this Agreement or on alternative arrangements to implement the foregoing.

23.2.4 Provided that if no agreement is reached as aforesaid by the Parties within 90 (ninety) days of the meeting pursuant to this Clause, the notification shall be deemed as a dispute and shall be resolved as per Article 25.

Article 24 Liability and Indemnity

24.1 General Indemnity

24.1.1 The Concessionaire will indemnify, defend and hold GoO harmless against any and all proceedings, actions and, third party claims for loss, damage and expense of whatever kind and nature arising out of the design, engineering, establishment, operations, maintenance and transfer of facilities for the Project or arising out of a breach by the Concessionaire of any of its obligations under this Agreement.

24.1.2 Without limiting the generality of Clause 24.1 the Concessionaire shall fully indemnify and defend GoO including its officers, servants and agents (the "GoO Indemnified Persons") from and against any and all loss and damages arising out of or with respect to (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits, (b) payments of taxes relating to the Concessionaire, concessionaires, suppliers and representatives, income or other taxes required to be paid by the Concessionaire without reimbursement hereunder, or (c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its concessionaires which are payable by the Concessionaire or any of its concessionaires.

24.1.3 Without limiting the generality of the provisions of this Article 24, the Concessionaire shall fully indemnify, and defend the GoO indemnified Person from and against any and all damages which the GoO Indemnified Persons

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

24.1.4 In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 24 (Indemnified Party) it shall notify the other Party (Indemnifying Party) within 14 (fourteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party subject the Indemnified Party being secured against any costs involved to its reasonable satisfaction.

24.2 Defense of Claims

24.2.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this Article 24, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to

be indemnified hereunder to the extent so compromised or settled.

24.2.2 If the Indemnifying Party has exercised its rights under Clause 24.2.1, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

24.2.3 If the Indemnifying Party exercises its rights under Clause 24.2.1 then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the Price and expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless:

7. The employment of counsel by such party has been authorized in writing by the Indemnifying Party; or
8. The Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or,
9. The Indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defense of such action and shall have been so notified by the Indemnified Party; or
10. The Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - i. That there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or
 - ii. That such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement;

Provided that if clauses 8, 9, or 10 shall be applicable, counsel for the Indemnified Party shall have the right to direct the defense of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable Price and disbursements of such counsel shall constitute legal or other expenses hereunder.

Article 25 Dispute Resolution

25.1 Amicable Resolution

25.1.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 25.1.2 provided further that the Party claiming dispute resolution shall

issue a notice in writing of at least thirty (30) days to the other Party informing it of its intention of initiating dispute resolution procedure.

25.1.2 In the event of any Dispute between the Parties, such Dispute shall be referred to the Transport Commissioner, GoO and the Chairman of the Board or Directors of the Concessionaire, for amicable settlement. Upon such reference, the said two individuals shall meet not later than 7 (seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the said two individuals, either Party may refer the dispute to arbitration in accordance with the provisions of Clause 25.2.

25.1.3 If the Dispute is not resolved as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the provisions of Clause 25.2 shall apply.

25.2 Arbitration

25.2.1 Any Dispute, which is not resolved amicably as provided in Clause 25.1 shall be finally decided by reference to arbitration by a one man Arbitrator, appointed pursuant to Clause 25.2.2 below. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and any amendments thereto.

25.2.2 There shall be a one man arbitrator who shall be nominated by GoO.

25.2.3 The arbitrator shall issue a reasoned Award.

25.2.4 The venue of such arbitration shall be Bhubaneswar, India.

25.2.5 The Concessionaire and GoO undertake to carry out any decision or award of the arbitrator (the "Award") without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.

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

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

Article 26 Miscellaneous

26.1 Payments

Any delay by the Concessionaire in making payments to GoO under this Agreement beyond the last day of the period stipulated, shall from the immediately succeeding day, attract interest at the rate of SBI PLR plus 2 (two) per cent per annum or part

thereof, till all such amounts including the interest thereon are fully paid off. The interest payable on such defaulted amounts, shall be payable along with the defaulted amount and any payments thus made shall be reckoned to go first towards the interest payable as calculated under this clause and the remaining amount, if any shall be adjusted towards payment of the defaulted amount in respect of which such interest had been calculated. Any shortfall in any payments made under this clause shall also be charged interest at the rate of interest mentioned above and shall be construed as a continuing default arising on account of first delay in payment as mentioned above. Provided that, GoO may, at its sole discretion, at any time after the end of 21 (twenty one) day period from the start of such default in payment recover such amounts including the interest thereon remaining unpaid at such point of time by encashing the Performance Guarantee submitted by the Concessionaire, in which case the Concessionaire shall furnish a fresh/replenished Performance Guarantee in accordance with clause 4.1.4. Notwithstanding anything contained in this clause, in the event any amount or interest thereon or part thereof remains unpaid for a period exceeding 90 (ninety) days from the start of such default in payment, GoO shall be, without prejudice to its other rights and remedies hereunder, within its rights to terminate the Agreement forthwith in accordance with Article 19.

26.2 Redressal of Public Grievances

The Concessionaire shall maintain a register (the "Complaints Register") within the Project Premises at each RTO for recording of complaints by any person (the "Complainant") at any time during the functioning of the RTO. The availability of and access to such Complaints Register shall be prominently displayed by the Concessionaire at appropriate locations so as to bring it to the attention of all persons availing of the services of the Concessionaire.

26.2.1 The Complaints Register shall be securely bound and each page of the Register shall be duly numbered and each complaint recorded therein shall also be duly numbered. Soon after a complaint is registered the Complainant shall be informed the number of his/her complaint which the complainant may refer to in any subsequent correspondence or claim. The Complaints Register shall have appropriate columns including but not limited to the complaint number and date, name and address of the Complainant, the complaint and the action taken by the Concessionaire thereon.

26.2.2 The Concessionaire shall inspect the Complaints Register at reasonable intervals (not less than a week) and take prompt steps for redressal of the grievances stated in each complaint. The action so taken by the Concessionaire shall be briefly noted in the 'Action taken' column of the Complaints Register and a suitable reply shall also be sent to the Complainant by post under a certificate of posting.

26.2.3 Within one week following the close of each calendar month, the Concessionaire shall send to the Transport Commissioner - GoO, a true photocopy of such pages of the Complaints Register on which any entries have been recorded of any Complaint on the Concessionaire during the course of such month. The Transport Commissioner may in his/her discretion direct the Concessionaire to take such further reasonable action as the Transport Commissioner may deem appropriate for a fair and just redressal

of any grievance. Where the Transport Commissioner is of the opinion that the Complainant is entitled to any further redressal or compensation beyond what the Concessionaire is willing to provide, the Transport Commissioner may refer the matter to the Consumer Redressal Forum having jurisdiction for its disposal in accordance with the provisions of the Consumer Protection Act, 1986.

26.3 Advertising

The Concessionaire may undertake or permit commercial advertising relating to the concessionaire and the e-governance project only on the Project Premises with the prior written consent of GoO. Nature and number of such advertisements shall also have prior consent of GoO.

26.4 Governing Law and Jurisdiction

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

26.5 Waiver

26.5.1 Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement: -

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

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

26.6 Survival

26.6.1 Termination of this Agreement:

- i. shall not relieve the Concessionaire or GoO of any obligations hereunder which expressly or by implication survives Termination hereof, and
- ii. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such termination.

26.6.2 All obligations surviving the cancellation, expiration or Termination of this

Agreement shall only survive for a period of 5 (five) years following the date of such Termination or expiry of this Agreement.

26.7 Notices

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

- i. In the case of the Concessionaire, be given by letter delivered by hand to the following address

- ii. In the case of GoO, be given by letter delivered by hand to the Transport Commissioner, Orissa, 6th Floor, Rajaswa Bhawan, Cuttack, Orissa.

26.7.2 Copies of all notices shall also be sent by facsimile and by registered acknowledgement through pre-paid post or courier.

26.8 Severability

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

26.9 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

26.10 Language

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

26.11 Exclusion of Implied Warranties etc.

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

26.12 Counterparts

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

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

SIGNED SEALED AND DELIVERED

For and on behalf of
GOVERNMENT OF ORISSA

By

_____ (Signature)

In the presence of:

2.

_____ (Name)

1.

_____ (Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of
CONCESSIONAIRE by:

_____ (Signature)

In the presence of:

2.

_____ (Name)

1.

_____ (Designation)

Schedule I. Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed 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 heirs, executors, administrators, successors and assigns;

In favour of The Transport Commissioner, Government of Orissa, having its office at 6th Floor, Rajaswa Bhawan, Cuttack, (hereinafter called "GoO" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas _____ (name of Successful Bidder) a company (or body corporate or any other entity as the case may be) formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the Invitation for Bidding document No. GoO/E.Gov/1 dated 15.09.2005 (hereinafter referred to as the IFB Document) issued by GoO, selected (hereinafter referred to as the Successful Bidder or the Concessionaire) by GoO for the project involving introduction of Smart Card Driving Licenses, Smart Card Registration Certificates and other information technology based services in the State of Orissa on Build Own Operate Transfer (BOOT) Basis as more specifically defined in the aforementioned IFB Document and the Concession Agreement executed between the Concessionaire and GoO. The Concession Agreement requires the Concessionaire to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs.10,000,000 (Rupees Ten Million only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Concessionaire approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, We, _____ Bank hereby guarantee as follows:

1. The Concessionaire shall implement the Project, in accordance with the terms and subject to the conditions of the Concession Agreement, and fulfill its obligations there under
2. We, the Guarantor, shall, without demur, pay to GoO an amount not exceeding Rs. 10,000,000 (Rupees Ten Million only) within 7 (seven) days of receipt of a written demand therefore from GoO stating that the Concessionaire has failed to fulfill its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Concessionaire or any other person and irrespective of whether the claim of the GoO is disputed by the Concessionaire or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till

the receipt of a claim, from the GoO under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from GoO prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to GoO.

5. In order to give effect to this Guarantee GoO shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents by GoO or by the extension of time of performance granted to the Concessionaire or any postponement for any time of the power exercisable by GoO against the Concessionaire or forebear or enforce any of the terms and conditions of the Concession Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of GoO or any indulgence by GoO to the Concessionaire to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In Witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorised office.

Authorised Signatory

_____Bank

Schedule II. Scope of the Project

The Scope of the Project means and includes, inter-alia carrying out the functions mentioned below including inter alia rendering the Specified Services [as given in (2), (3), (4), (5) and (11) below] to the Users at all GoO Offices during the Concession Period on Build Own Operate Transfer basis on terms and conditions specified in the Agreement:

1. For the purposes of fulfilling the various obligations of the Concessionaire stipulated in this Agreement, carry out design, financing, procurement, installation, testing, commissioning, operation, maintenance, management and transfer of:
 - a. Hardware Requirements at various offices of GoO as provided later in this schedule;
 - b. Software Requirements at various offices of GoO as provided later in this schedule;
 - c. Connectivity through GRAMSAT for connecting the Head Office with all RTOs in Orissa;
 - d. Centralized Online Data Management System as per detailed specifications provided in Schedule V;
2. Procurement, processing, preparation, updation and distribution of Smart Card based:
 - a. Driving Licenses (including inter alia duplicate, renewed, amended, upgraded [additional categories of vehicles etc.] Driving Licenses) and conversion of all old paper based DLs into smart card based DLs ;
 - b. Registration Certificates (including inter alia duplicate, renewed or amended registration certificates consequent to assignment of new registration mark, transfer of ownership, change of address, recording alteration in the registration certificate, endorsement/cancellation of hire purchase / lease/ hypothecation / any other financing agreement and any other change of information in the visible inspection zone) and conversion of all old paper based RCs into smart card based RCs;
3. Procurement, processing, preparation, updation and distribution of paper based:
 - a. Copies of Driving Licenses and Registration Certificates along with Smart Card based Driving Licenses and Registration Certificates issued as per (2) above till such time as similar e-governance is introduced in all the States and Union Territories of the Union of India and in any case till GoO gives prior written approval to cease issue of such paper based copies;
 - b. Issuance / renewal of learners licenses
 - c. Issuance and/or renewal of trade certificate / duplicate trade certificate;
 - d. Issuance of fitness certificate / renewed fitness certificate;
 - e. Issuance of any other paper based document not mentioned above

4. For and on behalf of GoO, collection of motor vehicle tax (including penalties and other incidental levies) and fees including inter alia procurement, processing, preparation and distribution of paper based receipts/ tokens etc. for the same as per the Act;
5. For and on behalf of GoO, collection of permit fees (including penalties and other incidental levies) including inter alia procurement, processing, preparation and distribution of paper based receipts/ tokens etc. for the same as per the Act;
6. Collection and appropriation of Service Charges from the Users for the services rendered as mentioned in (2), (3), (4), and (5) above and issue of appropriate paper based receipts to the Users for the same;
7. Maintenance of real time records on Centralized Online Data Management System of details of the transactions mentioned from (2) to (6) above;
8. Uploading into the Centralized Online Data Management System, the paper based data maintained in the records of GoO pertaining to:
 - a. Driving licenses for a period of 14 (fourteen) years prior to the COD;
 - b. Vehicle registrations for a period of 14 (fourteen) years prior to the COD;
 - c. Motor Vehicle Tax for a period of 14 (fourteen) years prior to the COD;
 - d. Permits issued for a period of 5 (five) years prior to the COD;Provided however, that GoO may vary the periods mentioned in (a) to (d) above subject to the condition that such period for any of the above mentioned activities in this Clause shall not exceed 30 (thirty) years.
9. Carry out the various operational procedures required for fulfilling the above activities. The Concessionaire will not carry out the tests and other statutory examinations required for issue of driving licenses, registration certificates, fitness certificates or any other activity mentioned above;
10. Set up, maintain and keep updated a website (in English and local languages) comprising of:
 - a. Corporate and ownership details of the Concessionaire;
 - b. Copy of this Agreement;
 - c. A list and contact details (including electronic mailing address) in respect of each GoO Office of:
 - i. Representative of the Concessionaire;
 - ii. Key officials of GoO (to be prepared in consultation with GoO)
 - d. The Specified Services;
 - e. The Schedule of Service Charges;
 - f. Service Procedures;
 - g. Service Standards;
 - h. Facility to the Users to determine on-line, the status of any application made by the User in respect of Specified Services that would be identifiable by a unique number given to the User at the time of submission of such application;
 - i. Frequently asked questions;
 - j. Help line; and
 - k. Any other detail that may be specified by GoO.

11. Procure and issue the various application forms (as per the Act) to the users for carrying out the above activities including making these forms available, in secure manner, on the website mentioned in (10) in a manner that these forms can be easily downloaded and printed by the users;
12. The paper based issuances as indicated in (3), (4) and (5) of this Schedule II shall be on security paper of Government of Orissa carrying appropriate holograms to prevent fraud and issuance of counterfeit documents provided that any receipt issued evidencing payment of Service Charges may not be on such security paper. The GoO shall procure and supply to the concessionaire such security paper and holograms and the concessionaire shall reimburse for the yearly stock of all pre-printed forms for paper Registration Certificate, paper Driving Licence and other statutory certificates issued in paper required for the operation on yearly basis.
13. The Concessionaire shall follow such instructions as may be given by GoO in respect of the Specified Services from time to time.
14. The Concessionaire shall, in respect of the Project follow the requirements as provided in 'Sarathi' and 'Vahan' at GoO Offices as per the software and hardware requirements mentioned under point nos 15 & 16 below :
15. Software Requirements at the GoO Offices:

Name of the Office	Windows 2003 Adv. Server Enterprise Edn. (License)	Windows 2003 Server Standard Edn. (License)	Windows XP Professional (License)	Oracle 10g (with latest release) Enterprise Edn for 300 users	Oracle Real Application Clusters & Oracle 10g internet application server EE	Oracle Standard Edn with no. of user license as indicated in brackets	MS Office 2003 Professional
Balasore		1	12			1 (15)	4
Bhubaneswar		1	20			1 (20)	4
Bolangir		1	10			1 (10)	3
Chandikhol		1	12			1 (15)	4
Cuttack		1	16			1 (20)	4
Dhenkanal		1	10			1 (10)	3
Ganjam		1	12			1 (15)	4
Kalahandi		1	10			1 (10)	3
Keonjhar		1	10			1 (10)	3
Koraput		1	10			1 (10)	3
Mayurbhanj		1	12			1 (15)	4
Phulbani		1	10			1 (10)	3
Puri		1	10			1 (10)	3

Rourkela		1	12			1 (15)	4
Sambalpur		1	10			1 (10)	4
Sundergarh		1	10			1 (10)	3
Bargarh		1	10			1 (10)	3
Raygada		1	10			1 (10)	3
Angul		1	12			1 (15)	4
Gajpati		1	12			1 (15)	3
Jagatsinghpur		1	10			1 (10)	3
Bhadrak		1	10			1 (10)	3
Jharsuguda		1	10			1 (10)	3
Nawarangpur		1	10			1 (10)	3
Nayagarh		1	7			1 (5)	3
Nuapada		1	7			1 (5)	3
DC, Central Zone			2				1
DC, North Zone			2				1
DC, South Zone			2				1
Head Office	1	1	26	1	1 + 1	1 (20)	12
Total	1	27	316	1	1 + 1	27	102

GoO shall provide to the Concessionaire the 'Sarathi' and 'Vahan' software packages developed by the National Informatics Centre, New Delhi at no cost to the Concessionaire.

16. Hardware Requirements (Specifications in respect of each of the hard ware mentioned below shall be in accordance with Schedule V):

Name of the RTO/ Dy. Commissioner & Transport Commissioner Office	Server	Backup /Web server	Server with cluster			Clients		DMP Printer		Network printer	Heavy Duty line printer	Laser printer	Smart Card Printer	Digital web camera	Signature Pad	Finger .scanner	Document scanner	Fire.wall	Intrusion Detection System	10KVA UPS on line	5 KVA UPS on line	1 KVA UPS on line	External CD writer	16 port switch	24 port switch	RAS Router	Racks for structured cabling	External Dialup Modem	connection	cards	cards for concessionaire	Smart Card Reader for back office	Genset for back up
			For Concessionaire	For Back Office	Total Clients	concessionaire	132 Col for back office																										
Balasore	1	1	8	4	12	6	1			1	1	1	1	1	1	1			1		1	1			1	1	1	10	2	2	5kva		
Bhubaneswar	1	1	15	5	20	10	2			2	2	2	2	2	1				1	1		1	1	1		1	1	1	12	2	2	10kva	
Bolangir	1	1	7	3	10	4	1			1	1	1	1	1	1	1			1		1	1			1	1	1	7	2	2	5kva		
Chandikhole	1	1	8	4	12	6	1			1	1	1	1	1	1	1			1		1	1			1	1	1	8	2	2	5kva		
Cuttack	1	1	11	5	16	6	2			1	2	2	2	2	1				1		1	1			1	1	1	12	2	2	5kva		
Dhenkanal	1	1	7	3	10	4	1			1	1	1	1	1	1	1			1		1	1			1	1	1	7	2	2	5kva		
Ganjam	1	1	8	4	12	6	1			1	1	1	1	1	1	1			1		1	1			1	1	1	15	2	2	5kva		
Kalahandi	1	1	7	3	10	4	1			1	1	1	1	1	1	1			1		1	1			1	1	1	10	2	2	5kva		
Keonjhar	1	1	7	3	10	4	1			1	1	1	1	1	1	1			1		1	1			1	1	1	6	2	2	5kva		
Koraput	1	1	7	3	10	4	1			1	1	1	1	1	1	1			1		1	1			1	1	1	13	2	2	5kva		
Mayurbhanj	1	1	8	4	12	4	1			1	1	1	1	1	1	1			1		1	1			1	1	1	15	2	2	5kva		
Phulbani	1	1	7	3	10	4	1			1	1	1	1	1	1	1			1		1	1			1	1	1	5	2	2	5kva		
Puri	1	1	7	3	10	4	1			1	1	1	1	1	1	1			1		1	1			1	1	1	6	2	2	5kva		
Rourkela	1	1	8	4	12	6	1			1	1	1	1	1	1	1			1		1	1			1	1	1	10	2	2	5kva		
Sambalpur	1	1	7	3	10	4	1			1	1	1	1	1	1	1			1		1	1			1	1	1	10	2	2	5kva		
Sundergarh	1	1	7	3	10	4	1			1	1	1	1	1	1	1			1		1	1			1	1	1	10	2	2	5kva		
Baragarh	1	1	7	3	10	4	1			1	1	1	1	1	1	1			1		1	1			1	1	1	10	2	2	5kva		

Raygada	1	1		7	3	10	4	1			1	1	1	1	1	1			1	1	1		1	1	1	8	2	2	5kva						
Anugul	1	1		8	4	12	4	1			1	1	1	1	1	1			1	1	1		1	1	1	7	2	2	5kva						
Gajapati	1	1		8	4	12	4	1			1	1	1	1	1	1			1	1	1		1	1	1	7	2	2	5kva						
Jagatsinghpur	1	1		7	3	10	4	1			1	1	1	1	1	1			1	1	1		1	1	1	7	2	2	5kva						
Bhadrakha	1	1		7	3	10	4	1			1	1	1	1	1	1			1	1	1		1	1	1	8	2	2	5kva						
Jharsuguda	1	1		7	3	10	4	1			1	1	1	1	1	1			1	1	1		1	1	1	7	2	2	5kva						
Nawarangapur	1	1		7	3	10	4	1			1	1	1	1	1	1			1	1	1		1	1	1	7	2	2	5kva						
Nayagarah	1	1		5	2	7	4	1			1	1	1	1	1	1			1	1	1		1	1	1	5	2	2	5kva						
Nuapada	1	1		5	2	7	4	1			1	1	1	1	1	1			1	1	1		1	1	1	6	2	2	5kva						
D.C.T.(C.Z.)																																			
						2	2				1															4	4	3	2	1	2kva				
D.C.T.(N.Z.)																																			
						2	2				1															1	1	1	2	1	2kva				
D.C.T.(S.Z.)																																			
						2	2				1															1	1	1	2	1	2kva				
T.C office	1	1	1	10	16	26	4	4	2	1	5	1	1	1	1	1	1	1	1	2					4	1	2	1	1	1	1	22	2	5	15kva
Total	27	27	1	20	10	316	4	35	2	1	35	29	29	29	29	30	1	1	3	26	3	30	26	3	1	27	33	33	25	60	60				
				316																											315				

The requirement of computers & its peripherals shown in this statement are tentative and subject to vary depending on the actual requirement

17. Smart Cards: The Concessionaire shall adhere to the specifications of Smart Cards stipulated in "National Standards for Driving License Card and Vehicle Registration Card" issued by the Ministry of Road Transport & Highways (MORTH), Government of India, as amended or may be amended from time to time.
18. The minimum performance standards ("Performance Standards") to be adhered to by the Concessionaire in rendering the Specified Services at various RTO's and the Head Office of GoO is given at Schedule VII

Schedule III. Service Procedures

The Concessionaire shall follow the single window approach to provide the Specified Services to the Users. The Users shall be given the flexibility to approach any counter (as may be designated for public interface) manned by the personnel of the Concessionaire for availing of any of the Specified Services and payment of Service Charges.

Indicative detailed Service Procedure to be followed by the Parties in respect of Driving Licenses is as given below:

Step	Procedure	Responsibility*
1	Acceptance of application, supporting documents, and Fee at the counter from User, issue of receipt and provision of information to User.	C
2	Entry of data in the computer and, verification of submissions made in (1) above with the existing database for any duplication/ inconsistency.	C
3	Verified application form sent to the GoO representative	C
4	Application processed in accordance with the Act including conducting tests etc.	G
5	Processed application returned to the Concessionaire.	G
6	Data base updated, driving license prepared and sent to the GoO representative for authentication / signature.	C
7	Authentication / signature of driving license	G
8	Payment of Service Charges	U
9	Issue of Driving License and receipt for Service Charges	C

*Key: C – Concessionaire; G – GoO; U – Users;

Indicative detailed Service Procedures to be followed by the Parties in respect of Registration Certificates is as given below:

Step	Procedure	Responsibility*
1	Acceptance of application, supporting documents, and Tax at the counter from User; issue of receipt and provision of information to User	C
3	Entry of data in the computer and, verification of submissions made in (1) above	C
4	Application form sent to the GoO representative	C
5	Application processed in accordance with the Act including conducting fitness tests etc.	G
6	Processed application returned to the Concessionaire.	G
7	Data base updated, vehicle number generated from the system, RC prepared and sent to the GoO representative for authentication / signature.	C
8	Authentication / signature of Registration Certificate	G
9	Payment of Service Charges	U
10	Issue of Registration Certificate and receipt for Service Charges	C

*Key: C – Concessionaire; G – GoO; U – Users;

The Concessionaire shall be obliged to follow any modifications to the above Service Procedure that GoO may specify including specifying the Service Procedures to be followed for other Specified Services.

Schedule IV. Schedule of Services Charges for Paper Based Documents

Service Charge for each instance of rendering Specified Services from Appointed Date till availability of Smart Card based licence DL & R.C in all the States of India.(Service Charges):

S.N.	Specified Service	Ref*	Service Charges	
			(Rs. in figures)	(Rs. in words)
1	Paper based Driving Licenses	3.a	20.00	Twenty only
2	Paper based Registration Certificates	3.a	15.00	Fifteen only
3	Paper based Learners Licenses	3.b	20.00	Twenty only
4	Paper based Trade Certificate	3.c	15.00	Fifteen only
5	Paper based Fitness Certificate	3.d	15.00	Fifteen only
6	Paper based Permit Fees	5	15.00	Fifteen only

*Clause Reference in Schedule II

1. Concessionaire's right to collect Service Charges in respect of above services shall be applicable for all categories of vehicles as specified under the Act.
2. Service Charges as indicated in the table above shall be indexed to inflation each year and applicable with effect from July 1, of the same year for a period of 12 months there from as follows:

$$S_n = S_0 \times (I_n / I_0)$$

Where

S_n : Service Charges with effect from July 1, 200n

S_0 : Base Service Charges

I_n : Cost Inflation Index as on March 31, 200n

I_0 : Income Tax index as on March 31, 2004

Cost Inflation Index shall have the meaning ascribed to it as provided in the Income Tax Act, 1961 (ITA) or in the event that any other law or act is enacted to replace the ITA, such alternative index as may be stipulated therein.

3. GoO shall, in each year, at least 15 (fifteen) days prior to the date on which the revised Service Charges as mentioned in (2) above are to be made effective, issue a Service Charge Notification in respect of such revised Service Charges. Provided that such revised Service Charges shall not become effective prior to issuance of such notification by GoO.
4. The service charges for each year as computed above shall be rounded to the nearest multiple of Re. 1.

Schedule of Services Charges for Smart Card based DL & RC

The Service Charges to be levied by the Bidder shall remain firm throughout the Concession Period.

Specified Services	Service Charges (Rs.)
SCB Driving License	SC ^I
SCB Registration Certificate and related services	SC ^{II} = 3 times of SC ^I

Schedule V. Specifications for Hardware & Software

Specifications in respect of Hardware Requirements and Software Requirements shall be as under:

(a) Intel Xeon Database servers in cluster

Processor	Intel Xeon @ 2.6 Ghz or higher (Dual Processor Capable)
	512 KB advanced transfer cache Full Speed
	400MHz Front Side Bus
Memory	3 GB of 2-way interleaved capable PC2100 DDR SDRAM running at 200MHz, with Advanced ECC capabilities and Expandability up to 6 GB
Graphics Controller	Integrated ATI Rage XL Video Controller with 8-MB SDRAM Video Memory
HDD	4 x 72 GB Ultra 3 SCSI HDD's (10k rpm) Hot Pluggable
Bays	Five 1" and one 1.6" Wide Ultra3 SCSI Disk Bays
Controller	SCSI controller
Floppy Drive	1.44 MB 3.5"
Networking	Two Ethernet NICs 10/100 support for Wake on LAN
Ports	One Serial, Six USB ports
System Management	Monitoring and Memory / thermal or voltage faults / support for wake on LAN
Key board & Mouse	P/S2 Keyboard and standard P/S2 Mouse
Slots	Min 3 No. Of 64 bit PCI slots
CD ROM Drive	52 x speed IDE CD ROM
Power Supply	400 watts / universal /auto switch / Automatic Server Restart
Monitor	17" Colour Monitor
Cabinet	Tower model cabinet
Industry Standard Compliance	ACPI 1.0b Compliant PCI 2.2 Compliant WOL Support USB version 1.1
OS Support	Microsoft Windows NT. Server / Windows 2003 Advanced Svr
Cluster	Cluster Kit and Accessories
Cluster Storage	(a) Capacity of at least 500 GB usable with the best performing RAID level supported with SCSI HDD. Should support SCSI Hard disk of 36GB, 72GB etc of 10K RPM. (b) Scalable to at least 1 TB (c) Redundant controller (d) Cache of at least 256 MB over the two controllers up gradable to 1 GB (e) Battery backup to ensure orderly shutdown of the storage server (f) Dual power supplies (g) Cluster Storage may be converted to a SAN array (h) Support for multiple operating systems (i) Cluster Storage Support CD Should offer Management software monitor and manage performance of disk, cache, storage capacity

(b) Intel Xeon Server /Backup server / Webservice

Processor	Intel Xeon @ 2.8 Ghz or higher (Dual Processor Capable)
Cache	512 KB advanced transfer Full Speed
Memory	1 GB of 2-way interleaved capable PC2100 DDR SDRAM running at 200MHz,

	with Advanced ECC capabilities and Expandability up to 4 GB
Graphics Controller	Integrated ATI Rage XL Video Controller with 8-MB SDRAM Video Memory
HDD	4 x 72 GB Ultra 3 SCSI HDD's (10k rpm) Hot Pluggable
Bays	Five 1" and one 1.6" Wide Ultra3 SCSI Disk Bays
Controller	SCSI controller
Floppy Drive	1.44 MB 3.5"
Networking	Two Ethernet NICs 10/100 support for Wake on LAN
Ports	One Serial, Six USB ports
System Management	Monitoring and Memory / thermal or voltage faults / support for wake on LAN
Key board & Mouse	P/S2 Keyboard and standard P/S2 Mouse
Slots	Min 4 Nos. of 64 bit PCI slots
Raid Controller	Smart Array 532 Dual Channel PCI Raid with 32 MB cache
DVD Combo Drive	DVD Combo R/W drive
Cooling Fans	Minimum 2 nos.
Power Supply	400 watts / universal /auto switch / Automatic Server Restart
Monitor	17" Colour Monitor
OS Support	Microsoft Windows NT. Server / Windows 2003 Advanced Svr
Backup	Internal 20/40 GB DAT Drive

(c) Client Computers

Processor	Intel Pentium IV 2.8 Ghz or higher with integrated 512 kb cache
Memory	256 MB DDR RAM expandable to 2 GB
Hard Drives	60 GB HDD (7200 rpm) with ATA 100 interface
Removable Storage	52 X EIDE CD-ROM Drive
Video Graphics	32 Mb Video Graphics
Graphics Controller	1600 x 1200 x 32 pixels
Sound Card	Integrated Sound
Keyboard	112 keys PS/2 Keyboard
Mouse	PS/2 Scroll mouse
Ethernet	Integrated 10/100 Ethernet with WOL
Floppy Drive	3.5 " Floppy Drive
Chipset	Intel 845GE
Compliance requirements	DMI, Energy Star, ACPI, CB (UL/FCC)
OS Preload	Win XP along with IE Browser with Recovery CD media
OS support	Windows98, WinME, Win XP, Win2k, Win NT, Desktop centric UNIX flavour
IO Slots	3 PCI, 1 AGP, 4x Slot
Ports	1 Serial, 1 Parallel, 6 USB ports
Power Supply	220 W Power Supply
Monitor	17", 1024 x 768, bandwidth 10 Hz to 110 MHz
Antivirus	Norton / McAfee preloaded
Management	Desktop Management.

(d) Signature Pad

Activity Area (W x D)	6" x 4.5" (152mm x 114mm)
Power Consumption	0.35 watts (70mA).
Input Current	40mA.
Report rate	115 reports / sec.
Origin position	Upper left.
Resolution	max. 3048 lpi / 120 lpmm.
Accuracy (overall with pen)	0.42mm.
Maximum pressure levels	512.
Maximum reading height	8mm (0.32").
Communication Interface	USB port.
Connector	USB low speed connection.
Certification	FCC, CE, VCCI, C-TICK, BCIQ.

(e) Digital Video Camera

Still image resolution	Up to 640x480 pixels
Video capture resolution	Up to 320x240 pixel.
Frame rate	Up to 30 frames per second
Focus settings	Close-up 1.3 feet (40 cm) to 3 feet (91 cm). Distance 3 feet (91 cm) to infinity 45-degree field of view.
Image Control	Auto white balance
Transmission Interface	USB interface Version 1.1
Working Voltage	USB 5V
Operation Temperature	0 ~ 40°C
Operating System	Windows 98SE/ 2000/ XP

(f) Smart Card Printer with encoder

- Fast color printing around 35 seconds per card
- Dual sided (YMCKOK)
- Colour dye sublimation or monochrome thermal transfer printing
- Printing of 100 cards per hour throughput
- 300 dpi print resolution
- Edge-to-edge printing standard
- 4MB image memory standard
- LCD to show printer status

- Card input hopper capacity – 300 card minimum
- To work on Windows 2000/ Xp operating system
- Flip-over unit for dual sided printing
- Easy to load ribbons
- Simple card thickness adjustment
- Auto-Synchronization of ribbon
- Automatic cleaning
- Covered input hopper with integrated card weight and easy single card feed
- Reject card box

(g) Hand Held Terminals.

Display	4 lines * 16 characters back lit LCD display. Contrast level should such that it can be read in broad day light
Key Pad	Numeric functions and scroll keys. Support for entering non numeric characters using this key pad should also be available
Power on/off	Switch or automated sleep mode available
Smart card reader	Two build in ISO 7816 compliant smart card readers with 3V interface and with both T=0 and T=1 protocols
Battery pack	Rechargeable & removable with 8 hours on Tim and 7 days stand by time. Preferably support should be there to operate device with the help of standard 1.5 volts dry cells of standard size.
Memory	Memory requirements will depend on the application and the number of applications supported by the terminal
Printer	Printer is optional and printer port is desirable
Application	National standard of DL and RC application
Communication	Standard communication interface

(h) Smart Card Encoder.

Print process	Dye Sublimatbn
Resolution	300 dpi
Print Speed	30 seconds per side approximately
Colours	Upto 16.7 million colours by using YMCK-O/YMCKO/KO ribbon
	Capable of Edge to Edge printing
	Having card input hopper and in built cleaning system
	Capable of Printing smart card personalized in single pass
	Smart card encoder within the printer should be PC/SC, ISO 7816 compliant support 3V chip card with T=0 and T=1 protocol

(i) Smart Card Reader.

Standard	PC/SC ISO 7816 compliant
Protocol	Support 3V chip card with T=0 and T=1 protocol
Port	Extended Serial/ USB port
Support	Should support PC/SC drives and OCF
Driver	Must be factory standard for PC and Smart Card reader interface drivers

(j) Dot Matrix Printer, 136 Columns, 24 Pins

Printing Speed : Draft 300 cps
 Buffer Capacity : 40 KB

Printer Language	:	Windows compatible
Fonts	:	10
Interface	:	Parallel
Paper feed	:	Friction and push tractor
Power supply	:	220 V, 50 Hz
Operating Voltage	:	150 V AC – 270 V AC
Accessories	:	sheet feeder

(k) Laser Printer

Print Technology	:	Laser
Print Speed	:	Draft Quality 14 ppm,
Print Resolution	:	Black 1200 x 1200 dpi
Memory	:	2 MB
Duty Cycle	:	25,000
Connectivity	:	IEEE 1284-compliant bidirectional parallel,USB
Printer Language	:	Windows compatible,PCL5
Paper Size	:	A4, Letter, executive
Paper tray capacity	:	100 sheets
Paper Types	:	Plain, envelopes and transparency
Power supply	:	220 V, 50 Hz

(l) Network Laser Printer

Print Technology	:	Laser
Print Speed	:	Draft Quality 18 ppm,
Print Resolution	:	Black 1200 x 1200 dpi
Memory	:	8 MB
Duty Cycle	:	40,000
Connectivity	:	IEEE 1284-compliant bi-directional parallel, USB, RJ-45
Printer Language	:	Windows compatible, enhanced PCL 5
Paper Size	:	A4, Letter, executive
Paper tray capacity	:	100 sheets
Paper Types	:	plain paper, envelopes, and transparency
Power supply	:	220 V, 50 Hz

(m) 24/16-Port Switch

- Supporting 24/16 port Fast Ethernet auto sensing ports
- IEEE 802.1Q standard
- Stackable and able to interconnect networks
- Should support dynamic online configuration
- Should support SNMP MIB's version 1 & 2 Ethernet
- Adequate DRAM and flash memory to support version updates

(n) Document Scanner

Scanner Type	:	Flatbed, one pass colour and monochrome
Imaging technology	:	Charge coupled device (CCD)
Resolution	:	600-dpi optical resolution 600 x 1200-dpi hardware resolution 9600-dpi enhanced resolution
Interface	:	USB
Max Document Size	:	216 x 297 mm (8.5" x 11.7")
Bit Depth	:	42-bit colour (internal hardware)
Scaling	:	10 to 2000% in 1% increments range dependent upon resolution)

Operating System : Microsoft Windows 98, 2000, Xp

(o) 10 KVA Online UPS

- ◆ 10 KVA Online UPS with 3 Hours backup
- ◆ True-Online Double conversion technology
- ◆ Rack-mount or tower configuration
- ◆ In 140 V – 260 V Operating voltage range
- ◆ User replaceable internal batteries
- ◆ Hot-Swappable external battery packs
- ◆ Input frequency is 50Hz (+/- 5%)
- ◆ Digitally controlled high frequency PWM Technology
- ◆ Internal dynamic bypass
- ◆ Intelligent network interface port
- ◆ User selectable settings 208/220/230/240 V output
- ◆ Inverter Efficiency >90%
- ◆ Built-in batteries
- ◆ Software
- ◆ ISO 9000 Certified

(p) 5-KVA Online UPS

- 5 KVA Online UPS with 2 Hours backup
- True-Online Double conversion technology
- User replaceable internal batteries
- Hot-Swappable external battery packs
- Internal dynamic bypass
- Intelligent network interface port
- Rack-mount or tower configuration
- User selectable settings 208/220/230/240 V output
- Built-in batteries
- 140 V – 260V Operating voltage
- Software
- ISO 9000 Certified

(q) 1-KVA Online UPS

- 1 KVA Online UPS with 2 Hours backup
- True-Online Double conversion technology
- User replaceable internal batteries
- Hot-Swappable external battery packs
- Internal dynamic bypass
- Intelligent network interface port
- Rack-mount or tower configuration
- User selectable settings 208/220/230/240 V output
- Built-in batteries
- 140 V – 260V Operating voltage
- Software
- ISO 9000 Certified

(r) CD Writer

Interface	External USB 2.0 interface for enhanced data transfer (USB 1.1 supported)
Number of disks	1 PC compatible with Windows 98, Windows 2000 compatible
Speed	16 X CD Write Speed 10 X CD Rewrite Speed 52 X CD Read Speed

(s) Firewall:

Basic – Firewall Appliance	Processor – Pentium-4 2.4GHz RAM - 128 MB Flash Memory - 16 MB ICSA Certified
Firewall Technology	Stateful Inspection
Slots	2 fixed slots, 2 PCI slots
Interfaces	Integrated two 10/100 Fast Ethernet (RJ-45) with 2 PCI slots for expansion (4 port 10/100 Ethernet card & VPN Accelerated card) Console Port RS-232 (RJ-45) 9600 baud Fail over Port RS-232 (DB-15) 115 Kbps
Maximum Sessions	125,000
Performance Summary	Clear text throughput 188 Mbps Max 125,000 sessions 168-bit 3DES IPsec VPN throughput 63 Mbps 2000 simultaneous VPN tunnels
VPN Tunneling Protocols	IPsec L2TP PPTP
Authentication	TACACS+ Radius
Logging	Syslog using either TCP or UDP
Intrusion detection	60 Pre defined signatures
NAT	Support for NAT & PAT
Management	GUI based Management Browser based Management Centralized Management Alerts via Pager & Email SNMP support
Reports	Usage trends Security events Performance baselines System Utilization

(t) Finger Scanner

1. Interface	USB 1.1
2. Resolution	500 dpi or above
3. Operating System	Windows 2000/Xp
4. Operating Temp.	0-40je
5. Certification	MIC, CE, FCC, UL, WHQL

(u) Intrusion Detection System (IDS)

The IDS will be installed at Head office at Cuttack Data Centre. It should have facilities to detect report and terminate unauthorised activity throughout a network.

Functional & Technical Requirements:

- 1) Real-time intrusion detection transparent to legitimate traffic/ network usage,
- 2) Real-time response to unauthorised activity to block offenders from accessing the network or terminate offending sessions,
- 3) Automatic signature updates, Comprehensive attack signature list to detect a wide range of attacks and detect content and context based attacks,
- 4) Automatic Rule updates for various integrated network devices including firewall and routers,
- 5) Support 10/100 Mbps Ethernet Interface,
- 6) Alarms to include attacker and destination IP addresses, destination port and attack description,
- 7) Should provide a secured environment for the Application, Web and Database servers against the following:
 - i) CGI Scripts
 - ii) Web Server Attacks
 - iii) Web Browser Attacks
 - ◆ URL
 - ◆ HTTP
 - ◆ JAVA Script
 - ◆ ActiveX
 - iv) Access (failed login attempts, password cracking, administrative power abuse)
 - v) IP Spoofing
 - vi) SMURF
 - vii) TCP Sequence Number prediction
 - viii) Buffer over flows
 - ix) DNS Attacks
 - x) PING Sweeps
 - xi) TCP Scans
 - xii) UDP Scans
 - xiii) OS Identification
 - xiv) Account Scans
 - xv) DOS Attacks

(v) Smart Card.

- a. Microprocessor based Integrated Circuit card with contracts and with a minimum of 4 KB EEPROM,
- b. Compliant with ISO/IEC 7816-1,2,3
- c. Supply voltage 3V-Normal
- d. Compliant to SCOSTA V1.2d or later,
- e. Protocol T=0 or T=1,
- f. Data retention for 10 years minimum,
- g. Minimum 3,00,000 EEPROM write cycles,
- h. Operating ambient temperature range -25 to +55 Degree Celsius,
- i. Plastic construction PVC/ABS with overlay to allow color dye sublimation printing,
- j. Surface – Glossy,
- k. Must have data objects for card sequence number (Tag 5F34) and cards primary account no. (TAG 5A) at the MF level as per ISO 7816-6. These data objects can not be changed/erased once programmed.

(w) Cabling components:

- Should conform to ISO/IEC 11801 or TIA/EIA-568 standard
- All components should be of same make
- All UTP patch cords should be factory crimped with multi strand cable.

Schedule VI. GoO Premises

SL No.	Name of the Office	Area of Office Premises in Sq.ft.	Requirement of Space for the Concessionaire.	Remarks on availability of space
1	Balasore	46500	750	Available
2	Bhubaneswar	21780	1100	Available
3	Bolangir	29600	700	Available
4	Chandikhole	52800	750	Available
5	Cuttack	To be provided by Head Office	1000	Available at Head office
6	Dhenkanal	8500	700	Available
7	Ganjam	11356	750	Available
8	Kalahandi	7000	700	Available
9	Keonjhar	9450	700	Available
10	Koraput	26800	700	Available
11	Mayurbhanj	16530	750	Available
12	Phulbani	25300	700	Available
13	Puri	20000	700	Available
14	Rourkela	28060	750	Available
15	Sambalpur	8265	700	Available
16	Sundergarah	26600	700	Available
17	Baragarh	20000	700	Available
18	Raygada	Rented accommodation to be hired by the GoO	700	Not Available
19	Anugul		750	Not Available
20	Gajapati		750	Not Available
21	Jagatsinghpur		700	Not Available
22	Bhadrakh		700	Not Available
23	Jharsuguda		700	Not Available
24	Nawarangapur		700	Not Available
25	Nayagarah		600	Not Available
26	Nuapada		600	Not Available

27	Office of Dy. Commissioner (Central Zone)	320	100	Available
28	Office of Dy. Commissioner (North Zone)	320	100	Available
29	Office of Dy. Commissioner (South Zone)	320	100	Available
30	Head Office	20000	1200	Available

Schedule VII. Performance Standards

The Concessionaire shall adhere to the following Performance Standards in respect of each of the Specified Service

Sl. No.	Specified Services	Turn Around Time (minutes)
i.	Issuance of Driving License or Learners License in SCB card/ paper.	One day of passing the test
ii.	Issuance of renewed Driving License or duplicate Driving License in SCB card	One day
iii.	Issuance of upgraded Driving License (up-gradation to include additional categories of vehicles etc.) in SCB card	One day of passing the test
iv.	Issuance and/or renewal of Trade Certificate in security paper	Seven days
v.	Issuance of duplicate Trade Certificate in SCB card;	One day
vi.	Issuance and renewal of registration certificate in SCB card	One day
vii.	Issuance of duplicate registration certificate in SCB card;	One day
viii.	Issuance of registration certificates consequent to assignment of new registration mark in SCB card,	One day
ix.	Issuance of registration certificates consequent to transfer of ownership	One day
x.	Issuance of registration certificates consequent to change of address in SCB card	One day
xi.	Issuance of registration certificates consequent to recording alteration in the registration certificate in SCB card	One day after inspection and certification of the vehicle by the Inspector of Motor Vehicles
xii.	Issuance of registration certificates consequent to endorsement/cancellation of hire purchase / lease/ hypothecation agreement etc in SCB card	One day
xiii.	Issuance/renewal of fitness certificate in SCB card	One day after inspection and certification of the vehicle by the Inspector of Motor Vehicles

Schedule VIII. Work Plan

To be submitted by the Concessionaire under the Technical Proposal

Schedule IX. Project Completion Schedule

To be submitted by the Concessionaire under the Technical Proposal