

thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Technology Partner shall pay to the Government as Damages, 0.5% (zero point five per cent) of the Maintenance Fee of that Train for each day of delay until all items of the Punch List are rectified.

14.4. Safety Inspection

The inspection specified in Clause 14.3, shall include a safety inspection in accordance with the provisions of Article 18. In the event that the Government Representative is satisfied that the Train does not conform with the Specifications and Standards, and is, therefore, not safe for entry into service, he shall convey to the Parties forthwith, a report stating in detail the reasons for his findings. The Technology Partner shall, notwithstanding anything to the contrary contained in this Article 14, withdraw the Train for rectification thereof and present it to the Government for inspection after the defects or deficiencies have been rectified.

14.5. Point of delivery

It is expressly agreed by the Technology Partner that all Trains shall be delivered at the Manufacturing Unit. Two prototypes and six trains in first year are permitted to be manufactured at the TP's works

14.6. Transfer of Title

The Parties expressly agree that all rights, title and interest in the Trains shall be transferred to the Government at the point of delivery after acceptance of the Trains post inspection by the Government in accordance with the terms of this Agreement, free and clear of all Encumbrances.

15. Article 15. Supply Program

15.1. Supply Programme

15.1.1. The Technology Partner shall supply **Next Generation Intercity Trains** in accordance with the following annual programme (the “Supply Programme”):

Year	Qty	Cumm
y0	2	2
Y1	24	26
y2	36	62
y3	36	98
y4	36	134
y5	36	170
y6	30	200

15.2. Option Clause

- 15.2.1. The Government may, in its discretion, by exercising its option no later than 6 months before the end of the Supply Programme, increase the ordered quantity to be supplied against this Agreement. For avoidance of doubt, the additional quantity against this Option Clause can either be in the form of 20 Car Train or 4 Car middle basic unit of such Trains for the purpose of augmenting a 20 Car Train to a 24 Car Train. Total number of Cars forming part of such Trains or 4 Car basic units shall not exceed 30% of the total number of Cars in the initial ordered quantity of Trains. Based on operational requirements, Technology Partner may be required to supply 4 Car middle basic unit for augmentation of 20 Car Trains to 24 car Trains within the initial Supply Programme and in such situation 5 number of such 4 Car middle basic unit shall be considered as equivalent to one Train for the purpose of Supply Programme only.
- 15.2.2. Bidder shall quote price of 20 car rakes. For the purpose of conversion of 20 Car Train to 16 or 24 Car Train, as the case may be, Technology Partner may be required to supply only 16 cars for 16 cars train and to supply additional 4 Car middle basic unit for augmentation of 20 Car Trains to 24 car Train. In case of supply of 16 car rakes, 80% of the cost of 20 car rakes will be

paid to Technology Partner. In case of supply of 24 car rake, fee of additional 4 Car middle basic unit shall be determined separately equal to 20 % of the price of one 20 car rake.

15.3. Damages for delay

- 15.3.1. The Technology Partner agrees that in the event of its failure to deliver a Train in accordance with the Supply Programme set forth in Clause 15.1, the Government shall recover from the Technology Partner an amount equal to 0.5% (zero point five per cent) of the Train Price as Damages for each and every week, or part thereof, by which the delivery of that Train is delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Train Price.
- 15.3.2. The Parties hereto expressly agree that if the delay in supply of a Train has arisen solely on account of any cause attributable to the Government, or on account of Force Majeure, the Technology Partner shall be entitled to such additional time as may be reasonably required by the circumstances of the case.

16. Article 16.Change of Scope

16.1. CHANGE OF SCOPE

- 16.1.1. The Government may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services in the Trains or at the site of Manufacturing Unit and Depots, which are not included in the Scope of the Agreement as contemplated by this Agreement (the "Change of Scope"). Any such Change of Scope shall be made in accordance with the provisions of this Article 16 and the costs thereof shall be expended by the Technology Partner and reimbursed to it by the Government in accordance with this Article 16.
- 16.1.2. If the Technology Partner determines at any time that a Change of Scope is necessary for providing safer and improved Trains, including upgradation of any technology thereof, it shall by notice in writing require the Government to consider such Change of Scope. The Government shall, within 30 (thirty) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings therefore in accordance with this Article 16 or inform the Technology Partner in writing of its reasons for not accepting such Change of Scope or for accepting such Change of Scope without any payment obligations hereunder, as the case may be.

16.2. Procedure for Change of Scope

- 16.2.1. In the event of the Government determining that a Change of Scope is necessary, it shall issue to the Technology Partner a notice specifying in reasonable detail the works and services contemplated there under (the "Change of Scope Notice").
- 16.2.2. Upon receipt of a Change of Scope Notice, the Technology Partner shall, with due diligence, provide to the Government such information as is necessary, together with preliminary Documentation in support of:
- a) the impact, if any, which the Change of Scope is likely to have on the Project Schedule, the Operations, the services or the requirements of the Specifications and Standards; and
 - b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Government to its contractors, along with the proposed premium/discount on such rates and the requirement of any tests.
- 16.2.3. Upon receipt of information set forth in Clause 16.2.2, if the Government decides to proceed with the Change of Scope, it shall convey its preferred option to the Technology Partner, and the Parties shall thereupon make good faith efforts to agree upon the time and costs for implementation thereof and the revision of Train Price arising thereof. Upon reaching an agreement, the Government shall issue an order (the "Change of Scope Order") requiring the Technology Partner to proceed with the performance thereof. In the event that the Parties are

unable to agree, the Government may, by issuing a Change of Scope Order, require the Technology Partner to proceed with the performance thereof pending resolution of the Dispute.

- 16.2.4. The provisions of this Agreement, insofar as they relate to Tests, shall apply *mutatis mutandis* to any modifications in the Trains undertaken by the Technology Partner under this Article 16.

16.3. Payment for Change of Scope

- 16.3.1. Within 15 (fifteen) days of issuing a Change of Scope Order relating to the Manufacturing Unit or any Depot, the Government shall make a part payment to the Technology Partner in a sum equal to 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder upon furnishing of a bank guarantee by the Technology Partner for an equivalent amount and for a period of 180 (one hundred and eighty) days, substantially in the form specified in Schedule-I. The Technology Partner shall, after commencement of work, present to the Government bills for payment in respect of the works and services in progress or completed works and services, as the case may be, supported by such Documentation as is reasonably sufficient for the Government to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Government shall disburse to the Technology Partner such amounts as are reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.
- 16.3.2. If any works or services, undertaken in accordance with this Article 16, shall modify any Train, the cost thereof shall be paid by revising the Train Price hereunder.

16.4. Restrictions on certain works

- 16.4.1. Notwithstanding anything to the contrary contained in this Article 16, the Technology Partner shall be entitled to nullify any Change of Scope Order if the cumulative costs relating to all the Change of Scope Orders for provision of works and services exceed Rs 25 (twenty-five) crore for the Manufacturing Unit and Rs 20 (twenty) crore for each of the Maintenance Depots during the Agreement Period.
- 16.4.2. Notwithstanding anything to the contrary contained in this Article 16, the Technology Partner shall be entitled to nullify any Change of Scope Order if the cumulative costs relating to all the Change of Scope Orders shall cause the Train Price to exceed 5% (five per cent) thereof in any continuous period of 2 (two) years immediately preceding the date of such Change of Scope Order.

16.5. Power of the Government to undertake works

- 16.5.1. Notwithstanding anything to the contrary contained in Clauses 16.1.1 and 16.3, the Government may, after giving notice to the Technology Partner and considering its reply thereto, award such works or services to any person on the basis of open competitive bidding; provided that the Technology Partner shall have the option of matching the first ranked bid in terms of the selection criteria, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Technology Partner shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten per cent) thereof. It is also agreed that the Technology Partner shall provide access, assistance and cooperation to the person who undertakes the works or services hereunder. For the avoidance of doubt, the Government acknowledges and agrees that it shall not undertake any works or services under this Clause 16.5.1 if such works or services cause a Material Adverse Effect on the Technology Partner.
- 16.5.2. The works undertaken in accordance with this Clause 16.5 shall conform to the Specifications and Standards and shall be carried out in a manner that minimizes the disruption in operation of the Trains. The provisions of this Agreement, insofar as they relate to Tests, shall apply mutatis mutandis to the works carried out under this Clause 16.5.

17. Article 17.Maintenance of Trains

17.1. Maintenance of Trains

- 17.1.1. The Technology Partner shall maintain the Trains supplied in accordance with the provisions of this Article 17, the Specifications and Standards, the Maintenance Manual and the Maintenance Requirements (the "Maintenance Obligations"). For avoidance of doubt, maintenance of the Government supplied signalling/communication items of Kavach shall be the responsibility of the Government.
- 17.1.2. The Government shall pay to the Technology Partner a Maintenance Fee, as specified in Article 25, for performance of its Maintenance Obligations.

17.2. Maintenance Period

- 17.2.1. The Technology Partner shall, for each and every Train, perform its Maintenance Obligations until its design life of 30 years from the date of acceptance of such Train (the "Maintenance Period").
- 17.2.2. The Maintenance Obligations of the Technology Partner shall cease upon completion of the Maintenance Period and no Maintenance Fee shall be due and payable thereafter.

17.3. Maintenance Manual

- 17.3.1. The Technology Partner shall prepare a repair and maintenance manual (the "Maintenance Manual") for the predictive, preventive and curative maintenance of Trains in conformity with Good Industry Practice and the provisions of this Article 17. The Technology Partner shall provide 10 (ten) copies of a provisional maintenance manual (the "Provisional Maintenance Manual") to the Government no later than 6 months before the scheduled date of supply of the prototype Train. The Government may review the Provisional Maintenance Manual and convey its comments to the Technology Partner within a period of 60(sixty) days from the date of receipt thereof. It is expressly agreed that the review by the Government of the Provisional Maintenance Manual shall not relieve or absolve the Technology Partner of its obligations and liabilities hereunder in any manner whatsoever. The Technology Partner shall revise the Provisional Maintenance Manual, as may be necessary, and provide 20 (twenty) copies of the Maintenance Manual, for each Depot, in English and Hindi, accompanied by an electronic copy thereof, before the supply of the Prototype Train. The Maintenance Manual shall be revised and updated once every 3 (three) years and the provisions of this Clause 17.3 shall apply, mutatis mutandis, to such revision. For the avoidance of doubt, the Parties expressly agree that until the Maintenance Manual is provided hereunder, the Provisional Maintenance Manual shall apply.
- 17.3.2. The Technology Partner shall provide, at least 6 months before the expected commissioning date of the first Train, a Maintenance Quality Plan which shall detail all the operative methods and rules to meet the contractual obligations including the following:
- a) Maintenance Organization and Responsibilities
 - b) Management of all the Maintenance activities, inclusive of daily handover/takeover procedures of Trains for Operations.
 - c) Quality monitoring, management and improvement of the Maintenance tasks.

- d) Configuration management plan for the Assets under maintenance.
- e) Maintenance Safety Management Plan.
- f) Reporting, inclusive of Monitoring of Maintenance as per Article 19.

17.4. Spares and Consumables

- 17.4.1. During the Maintenance Period, the Technology Partner shall, at its own cost and expense, replace and install materials, which get consumed or wear out beyond serviceable limits in the normal course of operation of a Train, including oils, lubricants, brake blocks and pads, pantograph strips, rubber parts and hoses, fuses, light fittings, bulbs, seats, curtains, filters, toilet fittings, look out glass, pneumatic valves, miniature circuit breaker, printed circuit boards, bearings and insulators etc. (the “**Consumables**”).
- 17.4.2. During the Maintenance Period, the Technology Partner shall, at its own cost and expense, replace any part or equipment of a Train, which may be defective or worn out, by a substitute thereof (the “**Spares**”) which may be necessary for the efficient operation and maintenance of a Train. For avoidance of doubt the Spares and Consumables are not mutually exclusive.
- 17.4.3. The Parties expressly agree that the Technology Partner shall, during the Maintenance Period of a Train, supply and install Spares like cattle-guards, gear case, axle-boxes, bogie liners, brake gear components, wind shield, window glasses, doors and under-gear piping/cabling at its own cost and expense; provided, however, that if such supply and installation have arisen on account of reasons not attributable to the Technology Partner, the obligations hereunder shall form part of Unscheduled Maintenance and the cost thereof shall be borne in accordance with the provisions of Clause 17.6.4.
- 17.4.4. The Technology Partner shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Trains.
- 17.4.5. The Government shall be entitled to seek details of material consumption on the Trains under the maintenance obligation of the Technology Partner.

17.5. Scheduled Maintenance

- 17.5.1. Save and except as otherwise provided in this Agreement, the Technology Partner shall perform its Maintenance Obligations at the periodic intervals set forth in the Maintenance Manual (the “**Scheduled Maintenance**”). The date on which Scheduled Maintenance shall be due hereunder (the “**Due Date**”) shall be determined by the Technology Partner based on RAMS analysis as per applicable Standards. Provided that no Scheduled Maintenance in the Depot shall be ordinarily required before 31st (thirty first) day from the immediately preceding Scheduled Maintenance. Periodic Overhauling and Intermediate Overhauling involving scheduled lifting of the Train/cars shall not be required before every 6th year and 3rd year respectively.
- 17.5.2. The Technology Partner shall, before commencement of every scheduled service of a Train, undertake an examination of its compliance with Safety Requirements and the availability of all

passenger amenities in the Train (the "Travel Worthiness") and shall furnish a Certificate of Travel Worthiness to the driver of the Train prior to its departure on a scheduled service. Provided, however, that such examination of safety compliance and certification thereof shall not be required more than once in a day.

17.6. Unscheduled Maintenance

- 17.6.1. Any maintenance or repair of a Train, not being Scheduled Maintenance, and arising during the Maintenance Period out of any reason including Failure, unsatisfactory performance, defects, deficiencies, accident, cattle run over (CRO), vandalism, natural calamity, fire, riots, arson or negligence, shall be undertaken by the Technology Partner as unscheduled maintenance (the "Unscheduled Maintenance"). The Parties expressly agree that any and all Unscheduled Maintenance shall be undertaken promptly to procure efficient, safe and reliable operation of the Train.
- 17.6.2. For the purposes of Maintenance Obligations, failure of a Train, save and except when it occurs solely as a result of any breach of this Agreement by the Government including the negligence of its staff (other than those IR Staff assigned to work under the Technology Partner) or due to Force Majeure shall mean any of the following events (the "Failure"), namely:
- a) detention of a Train at any railway station for more than 15 (fifteen) minutes on account of a malfunction;
 - b) detention of a Train at any place, not being a railway station, for more than 15 (fifteen) minutes on account of a malfunction;
 - c) inability to achieve at least 75% (seventy-five per cent) of the maximum speed it is ordinarily required to achieve during a scheduled service in accordance with Specifications and Standards;
 - d) delay of more than 15 (fifteen) minutes in commencing the scheduled service of a Train due to a malfunction therein;
 - e) cumulative loss of 15 (fifteen) minutes or more, due to malfunction in a Train, causing a delay exceeding 15 (fifteen) minutes in reaching the destination of a scheduled service; or
 - f) cancellation of a scheduled service of a Train due to malfunction.
- 17.6.3. Any and all Unscheduled Maintenance, shall form part of Maintenance Obligations and shall be undertaken by the Technology Partner at its own cost and expense, save and except as provided in Clause 17.6.4.
- 17.6.4. If the total cost of all Unscheduled Maintenance arising out of reasons not attributable to the Technology Partner, including accidents, CRO, vandalism, arson, riots or natural calamities, shall in any Accounting Year, exceed 0.25% (zero point two five per cent) of the sum of Applicable Train Price computed for all Trains in the Fleet (number of Trains in the Fleet in any Accounting Year shall be based on Fleet Train-Year as illustrated in Clause 25.4.1), such excess cost shall be reimbursed by the Government to the Technology Partner and shall be deemed to be additional Maintenance Fee for the respective year. For the avoidance of doubt

and by way of illustration, if the total cost of all Unscheduled Maintenance in an Accounting Year is Rs 27 crore (Rupees twenty- seven crore) and the Applicable Train Price for the Fleet is Rs 10,000 crore (Rupees ten thousand crore), the Government shall pay to the Technology Partner a sum of Rs 2 crore (Rupees two crore) as additional Maintenance Fee for Unscheduled Maintenance.

- 17.6.5. The Parties agree that the Technology Partner shall be entitled to undertake Unscheduled Maintenance of a Train which is in a railway yard or in other than nominated Government depot, and the Government hereby agrees and undertakes to provide the Technology Partner and its representatives access for such maintenance, subject to any operational or safety constraints. The Parties also agree that on the request of the Technology Partner, the Government shall, on a best effort basis, provide its lifting facility (crane / jacks) to the Technology Partner on payment of Rs 5,000 (Rupees five thousand) per hour, and in the event of such facility not being available at other than the nominated Government depot, the Technology Partner may, in its discretion and subject to the provisions of Clause 20.2.3 (c), require the Government to move the Train to the Depot. The Parties further agree that the aforesaid amount of Rs 5,000 (Rupees five thousand) shall be indexed to WPI as on the Base Index Date and revised on the Reference Index Date for the relevant Accounting Year.
- 17.6.6. Notwithstanding anything to the contrary contained in this Agreement, the Technology Partner shall, upon arrival of a Train at the maintenance Depot for carrying out Unscheduled Maintenance, commence the repair thereof as soon as may be; provided that if the Train is determined to be fit for withdrawal or condemnation, as the case may be, the provisions of Article 28 shall apply.
- 17.6.7. The Technology Partner shall, within 2 (two) days of arrival of a Train at a maintenance Depot for Unscheduled Maintenance arising out of the reasons specified in Clause 17.6.4, furnish to the Government in reasonable detail the particulars of defects, deficiencies or damages and the estimated cost of repair thereof. Upon completion of repairs hereunder, the Technology Partner shall furnish to the Government the actual cost of repairs as determined in accordance with the provisions of Clauses 27.2 and 27.3.
- 17.6.8. The Government may at any time inspect the Train to verify the defect, deficiency or damages reported in accordance with the Clause 17.6.7.
- 17.6.9. The Government shall, no later than 30 (thirty) days of submission of particulars with respect to the actual cost of Unscheduled Maintenance of a Train, convey its acknowledgment thereof and in the event such costs exceed the limit specified in Clause 17.6.4, the Technology Partner may submit its invoice for payment in accordance with the provisions of Clause 26.1. The Parties agree that the Technology Partner shall return to the Government all the released systems, parts and components that have been replaced by it in the course of such Unscheduled Maintenance. However, all released systems, parts and components that have been replaced by it during Scheduled Maintenance or such Unscheduled Maintenance which are attributable to the Technology Partner may be retained by the Technology Partner.

17.7. Washing Lines

- 17.7.1. The Technology Partner shall be provided a non-exclusive right for use of Washing Lines attached to terminal stations and equipped with platform at floor level, pit, electricity and water supply as per the details indicated in Schedule-B on an “as is where is” basis. The Government may provide the use of Washing Lines to the Technology Partner at any railway station on the Operational Route from where a scheduled service shall originate or terminate, as the case may be.
- 17.7.2. Ordinarily, one such Washing Line location shall be nominated for every 10 (ten) Trains. Thus, a Technology Partner entrusted with Maintenance of 100 trains may have to undertake the activities indicated in Clause 17.7.3 at about 10 such Washing Line locations. Ordinarily, every Train shall be made available at the washing Line on an average once every 4-6 (four to six) days for the Technology Partner to perform the activities indicated in Clause 17.7.3 below.
- 17.7.3. All activities related to Inspections and minor repairs required to be performed, prior to the scheduled maintenance at the Depots to provide Travel Worthiness certificate for trips, shall be undertaken by the Technology Partner at the Washing Lines, Platform or yards, as the case may be. However, outside washing of Trains shall ordinarily be done using IR's Auto Coach Washing Plants wherever installed.
- 17.7.4. The Technology Partner shall, in accordance with Good Industry Practice, undertake inspection and minor repairs, if any, of each Trains, within 4 (four) hours from the time of their arrival at the Washing Lines.
- 17.7.5. The Government shall, upon request from the Technology Partner to this effect, provide covered space of at least 20 (twenty) square meters at each Washing Line location to facilitate the Technology Partner in performing its Maintenance Obligations. If required, the Technology Partner can upgrade the available Washing Line by providing additional facilities at his own cost with prior approval of the Government.
- 17.7.6. Cleaning and Washing of Trains:
Technology Partner shall be responsible for cleaning and washing of Trains as per Good Industry Practices by undertaking following minimum activities:
- a) complete cleaning and washing (both internal and external including toilet) of all Trains offered from the Depot for service;
 - b) heavy cleaning (internal, external and roof) of trains etc at frequency not exceeding 30 days;
 - c) floor polishing/wax polishing as per Good Industry Practices;
 - d) pest/rodent control in Trains;
 - e) Charging of bacteria in bio-digester tank of toilet system as per requirement; and
 - f) training of cleaning staff/supervisors engaged by the Government for cleaning/washing of Trains as indicated below.

Following cleaning activities of Trains shall be undertaken by the Government at its own cost:

- i) enroute cleaning;
- ii) cleaning/washing at stations, yards;

17.8. Stabling of Trains

The Government shall, at its own risk and cost, stable each Train before and after completion of a scheduled service or during any break-down in such service for any reason whatsoever. Provided, however, that the Technology Partner shall keep the Train under its lock during the period of stabling. That any loss, damage or theft occurring to the trains while they are under the lock of the TP shall be the absolute liability of the TP for which the TP shall indemnify the Government to that extent.

17.9. Maintenance Requirements

The Technology Partner shall procure that at all times during the Maintenance Period, each and every Train conforms to the maintenance requirements set forth in Schedule-G (the "Maintenance Requirements").

17.10. Prompt response and Helpline

- 17.10.1. The Technology Partner shall engage trained personnel and constitute teams comprising of at least 1(one) such personnel to provide a prompt response for Unscheduled Maintenance and for conforming with the Maintenance Requirements (the "Prompt Response Teams" or "PR Teams"). The Technology Partner may provide PR Team along with a suitable maintenance kit, on Trains as per requirement during the course of its scheduled service. One seat/berth will be provided for such purpose, if required, at no cost.
- 17.10.2. The PR Team shall, to the extent possible, repair and rectify the defects and deficiencies, including those specified in the Maintenance Requirements, and notify the Government of further repairs, if any, required to be taken for safe and reliable operation of the Train. Upon receiving such report, the Parties agree to take action as may be necessary to procure safe and reliable operation of the Train.
- 17.10.3. The Parties expressly agree that the Technology Partner may, with the consent of the Government, employ other forms of prompt response teams which can be demonstrated as equivalent to or better than the provisions specified herein.
- 17.10.4. To provide maintenance support in accordance with the provisions of this Agreement, the Technology Partner shall, without prejudice to its Maintenance Obligations, set up and operate, round-the-clock, a control centre (the "**Helpline**") connected to the operation control centres of the Government (the "**Operation Control Centres**") and the PR Teams of the Technology Partner. The Helpline shall provide such advice and guidance to the Operation Control Centres

and PR Teams as may be necessary for performance of the Maintenance Obligations hereunder.

17.11. Damages for breach of Maintenance Obligations

- 17.11.1. In the event that the Technology Partner fails to repair or rectify any defect or deficiency in a Train, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Government shall be entitled to recover Damages, to be calculated and paid for each day of non-compliance until the breach is cured, at the higher of (a) 0.01% (zero point zero one per cent) of the Maintenance Fee of that Train, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Government. Recovery of such Damages shall be without prejudice to the rights of the Government under this Agreement, including the right of Termination thereof. For the avoidance of doubt, the Parties agree that the Damages specified in this Clause 17.11.1 shall not be due and payable for and in respect of any day that includes a Non-Available Hour.
- 17.11.2. The Damages set forth in Clause 17.11.1 may be assessed and specified forthwith by the Government; provided that the Government may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Technology Partner is otherwise in compliance with its Maintenance Obligations. The Technology Partner shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

17.12. De-commissioning due to Emergency

- 17.12.1. If, in the reasonable opinion of the Government, there exists an Emergency which warrants de-commissioning of its Train, the Government shall be entitled to de-commission the Train for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning and particulars thereof shall be notified by the Government to the Technology Partner without any delay, and the Technology Partner shall diligently carry out and abide by any reasonable directions that the Government may give for dealing with such Emergency.
- 17.12.2. The Technology Partner shall re-commission the Train as quickly as practicable after the circumstances leading to its de-commissioning have ceased to exist or have so abated as to enable the Technology Partner to re-commission the Train and shall notify the Government of the same without any delay.

17.13. Epidemic Defect Warranty

- 17.13.1. The Technology Partner agrees that if any identical defect or deficiency affecting Safety, Reliability and Availability of the Trains occurs on more than 20% (twenty per cent) of equipment or parts in any rolling period of 36 (thirty six) months commencing from the second Year of the Supply Period, such defect or deficiency shall be deemed to be an epidemic defect (the "**Epidemic Defect**") and the Technology Partner shall cover such Epidemic Defect under an

epidemic defect warranty to be maintained by the Technology Partner for the Maintenance Period (the “**Epidemic Defect Warranty**”).

- 17.13.2. If during the Agreement Period, the Government notifies the Technology Partner that an Epidemic Defect has occurred, the Technology Partner shall remedy such Epidemic Defect on all such Trains where equipment or parts of that particular design or lot are provided, and shall undertake such other work and measures as may be necessary for enabling the Trains to continue in operation in conformity with the Maintenance Obligations until such defects are rectified. Within 30 (thirty) days of having been notified of such Epidemic Defect by the Government, the Technology Partner shall submit to the Government a programme for rectification of the Epidemic Defect as soon as practicable and the Technology Partner and the Government shall negotiate and agree to such programme in good faith, within a period of 30 (thirty) days after receipt of such programme.
- 17.13.3. If the Technology Partner and the Government are unable to agree to a programme within 30 (thirty) days of its receipt, the Government may rectify the defect, or cause rectification of the defect, at the Technology Partner's cost and expense, and recover the same from the Technology Partner in accordance with Clause 17.14, along with the Damages specified therein.

17.14. Government's right to take remedial measures

In the event the Technology Partner does not maintain and/or repair the Trains in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Government, the Government shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Technology Partner, and to recover its cost from the Technology Partner. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Technology Partner to the Government as Damages.

17.15. Overriding powers of the Government

- 17.15.1. If in the reasonable opinion of the Government, the Technology Partner is in material breach of its obligations under this Agreement and, in particular, the Maintenance Obligations, and such breach is causing or is likely to cause material hardship to the Government or render the use of a Train unsafe for operation, the Government may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice, require the Technology Partner to take reasonable measures immediately for rectifying or removing such hardship or unsafe condition, as the case may be.
- 17.15.2. In the event that the Technology Partner, upon notice under the provisions of this Clause 17.15, fails to rectify or remove any hardship or unsafe situation affecting the operation of any Train, within 15 (fifteen) days from the date of the notice, the Government may exercise overriding

powers under this Clause 17.15 and take over the performance of any or all the obligations of the Technology Partner to the extent deemed necessary by it for rectifying or removing such hardship or unsafe situation; provided that the exercise of such overriding powers by the Government shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that for any costs and expenses incurred by the Government in discharge of such obligations, the Government shall be entitled to recover them from the Technology Partner in accordance with the provisions of Clause 17.14 along with the Damages specified therein.

- 17.15.3. In the event of a national emergency, civil commotion or any such other event, the Government may take over the performance of any or all the obligations of the Technology Partner to the extent deemed necessary by it, and exercise such control over the Maintenance Depot or Trains or give such directions to the Technology Partner as may be deemed necessary; provided that the exercise of such overriding powers by the Government shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Government. It is agreed that the Technology Partner shall comply with such instructions as the Government may issue in pursuance of the provisions of this Clause 17.15, and shall provide assistance and cooperation to the Government, on a best effort basis, for performance of its obligations hereunder.

17.16. Restoration of loss or damage to the Trains

Save and except as otherwise expressly provided in this Agreement, in the event that the Train or any part thereof suffers any loss or damage during the Maintenance Period from any cause whatsoever, the Technology Partner shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Train conforms to the provisions of this Agreement.

17.17. Modifications to the Trains

The Technology Partner shall not carry out any material modifications to the Trains save and except where such modifications are necessary for the Trains to operate in conformity with the Specifications and Standards, Maintenance Obligations, Good Industry Practice and Applicable Laws; provided that the Technology Partner shall notify the Government of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Government may make within 15 (fifteen) days of receiving the Technology Partner's proposal. For the avoidance of doubt, the Parties agree that the cost of any modifications hereunder shall be borne by the Technology Partner.

17.18. Operation by the Government

- 17.18.1. The Government shall, at all times, operate the Trains in accordance with Good Industry Practice.
- 17.18.2. For guidance of the operating staff of the Government, the Technology Partner shall provide an operation manual (the "Operation Manual") for Trains. The Technology Partner shall provide 10

(ten) copies of a provisional operation manual (the “**Provisional Operation Manual**”) to the Government no later than 30 days before the delivery of the Prototype hereunder. The Government may review the Provisional Operation Manual and convey its comments to the Technology Partner within a period of 60(sixty) days from the date of receipt thereof. The Technology Partner shall revise the Provisional Operation Manual, as may be necessary, and provide 300 (three hundred) copies of the Operation Manual, in English and Hindi, no later than 30 days after receipt of Government's comments along with soft copy thereof. The Operation Manual shall be revised and updated once every 3 (three) years and the provisions of this Clause 17.18.2 shall apply, mutatis mutandis, to such revision.

17.18.3. The Operation Manual shall include:

- a) instructions to Loco Pilots for operation of the Train;
- b) instructions for troubleshooting;
- c) dos and don'ts for Loco Pilots;
- d) safety precautions to be taken by the Loco Pilot;
- e) rating and layout of equipment;
- f) operating limits of installed systems;
- g) control and safety features of the Train;
- h) instructions to Loco Pilots and the disaster management crew of Indian Railways to retrieve the Train in case of axle lock;
- i) Travel Worthiness Certificate which shall include the items to be checked before issue of that Certificate;
- j) Safety certification to be undertaken by the safety certification official after each Scheduled Maintenance;
- k) instructions for Train Operations with limited or degraded or deteriorated features and special conditions for clearance of failed rolling stock from section; and
- l) a chapter on handling Trains for rescue and restoration during accidents.

17.19. Excuse from performance of obligations

17.19.1. The Technology Partner shall not be considered in breach of its obligations under this Agreement if any Train is not available for operation on account of any of the following:

- a) an event of Force Majeure;

b) measures taken to ensure the safe operation of Trains except when unsafe conditions occurred because of failure of the Technology Partner to perform its obligations under this Agreement; or

c) compliance with a request from the Government or the directions of any Government Instrumentality.

Provided, that any such non-availability and particulars thereof shall be notified by the Technology Partner to the Government without any delay:

Notwithstanding the above, the Technology Partner shall keep all unaffected Trains available for operations.

17.20. Maintenance Report

No later than 7 (seven) days after a Scheduled Maintenance, Unscheduled Maintenance or any maintenance carried out by the PR Team, as the case may be, the Technology Partner shall submit, in such form as the Government may specify, a report containing the particulars of maintenance carried out by the Technology Partner including:

a) an analysis of the defects and deficiencies affecting the performance or safe operation of the Train;

b) time of arrival of the Train in the Maintenance Depot or the arrival of the PR Team at the site of Failure, as the case may be, and the time of departure of the Train from the Depot or the time of rectification of malfunction by the PR Team at the site of Failure, as the case may be, counter signed by the Loco Pilot of the Train or by any other Railway official in the event the Loco Pilot is not available; and

c) details of Failure including date and time of such Failure, counter signed by the Government Representative.

17.21. Predictive Maintenance

17.21.1. The Technology Partner shall perform predictive maintenance in line with the best practices in railway industry to reduce safety hazards, operation downtime and minimizing the Total Cost of Ownership (TCO). The Technology Partner shall deploy a continuous remote monitoring and diagnostic predictive maintenance tool that enables turn asset condition data into action for operators and maintainers by using advanced algorithms to predict the future state of given component, its remaining useful life.

17.21.2. The predictive maintenance tool shall be able to monitor in real time situation to better support train operation in case of problem during running.

- 17.21.3. The predictive maintenance information shall be shared with web access to Railways so that the status and location of trains can be monitored in real time. It shall enable receiving of data from the on-board systems on the trains in operation in order to capture failure and operating data while the train is still in operation.
- 17.21.4. The database of failure and events produced by the tool shall allow detecting, developing anomalies and failure trend at Fleet level. The tool shall not only monitor fleet health but also assist with advanced data analytics to predict their remaining useful life of assets, so they are replaced on a truly as-needed basis.
- 17.21.5. The system should have the minimum following features:
- a) Real time condition monitoring of train system
 - b) Real time data transmission
 - c) Web-based user interface with various dashboard views, Fleet status, event status, fleet location/map etc/
 - d) Data analysis/reporting function
 - e) Alert function ('watched faults') and e-mail notifications
 - f) Data import/export via XML and other data formats.

The comprehensive predictive maintenance system must focus on asset parameters which will provide meaningful indicators in detecting faults, particularly those with high risk or impact.

17.22. Maintenance Management Information System

- 17.22.1. Daily monitoring of all Trains shall be carried out from the Depot, by making use of event and fault data recorded in TCMS. TCMS fault & event data collected through remote monitoring or otherwise shall be integrated with 'Maintenance Management Information System' provided in the Depot by Technology Partner on real time basis. This data shall be interfaced with the Government's Asset Management System and authorised Government representative shall be able to access the TCMS fault & event data on real time.
- 17.22.2. The Technology Partner shall provide a Maintenance Management Information System (MMIS) that shall be used for maintenance monitoring as per Article 19 along with the following, at the least:
- a) Scheduling and controlling Maintenance work, outstanding work and new work planning;
 - b) Technical incident, failures, fault control and monitoring including trend analysis;
 - c) Materials management;
 - d) Configuration control;
 - e) Reporting the following:
 - i) Fleet status;
 - ii) Kilometres travelled;
 - iii) RAMS and Key Performance Indicators;
 - iv) Preventive Maintenance Summary Report;

- v) Weekly/monthly incidents (failures/faults/unusual) statement;
- vi) Corrective Maintenance Summary Report;
- vii) Action plan follow up report;
- f) Effective Maintenance planning and efficient fault diagnostics; and
- g) Reactive monitoring to identify past or existing faults, failures or incidents leading to a Service Affecting Failure.

17.23. Obsolescence Management

- a) The Technology Partner is required to manage obsolescence of all equipment, Spares and Consumables to enable the trains to continue in service for the duration of the Agreement.
- b) This obsolescence management service must include:
 - i) timely identification of any obsolete items of equipment;
 - ii) development of mitigation strategies to minimise the impact of the imminent obsolescence on Trains or equipment operations or availability, including:
 - establishing alternative supply paths;
 - provision of equivalent or interchange parts or equipment; and
 - development of replacement products or design modifications to accept market available alternatives.
- c) The obsolescence management service must form part of the cost included in the Agreement, and separate additional cost claims must not be contemplated over the duration of the Agreement.

18. Article 18.Safety Requirements

18.1. Safety Requirements

The Technology Partner shall develop, implement and administer a safety programme for providing a safe environment on or about the Trains, Manufacturing Unit, Maintenance Depots, Washing Lines and shall comply with the safety requirements set forth in this Article 18 and Schedule-H (the "Safety Requirements").

18.2. Guiding principles

- 18.2.1. Safety Requirements aim at reduction in injuries, loss of human life and damage to property resulting from accidents on account of the Trains or at the Manufacturing Unit or any of the Maintenance Depots/Washing Lines, irrespective of the person(s) at fault.
- 18.2.2. Safety Requirements shall apply to all phases of manufacture, supply, operation and maintenance of the Trains including upgradation of the Manufacturing Unit and Maintenance Depots with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.

18.3. Obligations of the Technology Partner

- 18.3.1. The Technology Partner shall abide by the following to ensure safety of the Trains, Manufacturing Unit, Maintenance Depots, Washing Line, human life and property:
 - a) instructions issued by Commissioner of Railway Safety or the Government;
 - b) Applicable Laws and Applicable Permits;
 - c) A.C. Traction Manual, General Rules and Subsidiary Rules issued by the Government;
 - d) provisions of this Agreement;
 - e) relevant standards/guidelines contained in internationally accepted codes; and
 - f) Good Industry Practice.
- 18.3.2. The Technology Partner shall impart safety training to its employees and shall at all times be responsible for observance of safety procedures by its staff, sub-contractors and agents.
- 18.3.3. The Technology Partner shall be responsible for undertaking all the measures under its control to ensure safe operation of Trains.

- 18.3.4. The Technology Partner agrees that the Government shall be entitled to inspect any Train to verify adherence to Safety Requirements and the Technology Partner shall be obliged to facilitate such inspection and implement the corrective measures identified in such inspection.

18.4. Safety measures during upgradation of Manufacturing Unit and Maintenance Depots

The Technology Partner shall, while upgrading the Manufacturing Unit and Maintenance Depots, provide an environment for procuring the safety of human life and property in accordance with Applicable Laws and Good Industry Practice.

18.5. Annual Safety Report

- 18.5.1. The Technology Partner shall submit to the Government before the 31st (thirty first) May of each Accounting Year, an annual report in 10 (ten) copies containing, without limitation, a detailed listing and analysis of all accidents of the preceding Accounting Year and the measures taken by the Technology Partner for averting or minimizing such accidents in future (“**Annual Safety Report**”).
- 18.5.2. Once in every Accounting Year, a safety audit shall be carried out by the Government. It shall review and analyse the Annual Safety Report and accident data of the preceding Accounting Year, and undertake an inspection of the Trains and Project Assets. The Government shall provide a safety report recommending specific improvements, if any, required to be made in the Trains and Project Assets. Such recommendations shall be implemented by the Technology Partner in accordance with Safety Requirements, Specifications and Standards and Applicable Laws.

19. Article 19. Monitoring of Maintenance

19.1. Monthly status reports

- 19.1.1. During the Maintenance Period, the Technology Partner shall, no later than 7 (seven) days after the end of each month, furnish to the Government a monthly report stating in reasonable detail the maintenance services performed by the Technology Partner on the Trains and the defects and deficiencies that require rectification. The report shall also include manpower utilization of IR Staff, Key Performance Indicators achieved by the Trains and the compliance or otherwise with the Maintenance Requirements and Maintenance Manual. The Technology Partner shall promptly give such other relevant information as may be required by the Government.
- 19.1.2. The monthly report specified in Clause 19.1.1 shall also include a summary of the key operational hurdles and deliverables expected in the succeeding month along with strategies for addressing the same and for otherwise improving the Technology Partner's operational performance.

19.2. Report of unusual occurrence

The Technology Partner shall, prior to the close of each day, send to the Government, by e-mail, a report stating the Failures, accidents and unusual occurrences relating to the Trains. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause 19.2, unusual occurrences on the Trains shall include:

- a) Failure of Trains;
- b) accidents involving malfunction of Trains;
- c) trouble on Trains during operation; and
- d) Unscheduled Maintenance performed on Trains.

19.3. Inspection

The Government shall be entitled to inspect the Trains after any Scheduled or Unscheduled Maintenance, as the case may be, for evaluating the compliance of Trains with the Maintenance Obligations. It shall make a report of such inspection (the "**Maintenance Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Obligations and notify the Technology Partner of the same for taking remedial measures in accordance with the provisions of Clause 19.5. For the avoidance of doubt, any inspection undertaken after a Train is declared available under the provisions of Clause 20.2.2 shall be deemed to form part of Available Hours under the provisions of Clause 20.2.1.

19.4. Tests

For determining that the maintenance of Trains conforms to the Maintenance Obligations, the Government may require the Technology Partner to carry out, or cause to be carried out, the tests specified by it in accordance with Good Industry Practice. The Technology Partner shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Government and furnish the results of such tests to the Government within 15 (fifteen) days of such tests being conducted. One half of the costs incurred on such tests shall be reimbursed by the Government to the Technology Partner. Provided, however, that the Government shall not bear any costs hereunder for and in respect of Tests which have failed.

19.5. Remedial measures

- 19.5.1. The Technology Partner shall repair or rectify the defects or deficiencies, if any, set forth in the Maintenance Inspection Report or in the test results referred to in Clause 19.4 and furnish a report in respect thereof to the Government within 15 (fifteen) days of receiving the Maintenance Inspection Report or the test results, as the case maybe.
- 19.5.2. The Government shall require the Technology Partner to carry out or cause to be carried out tests, at the cost of the Technology Partner, to determine whether the remedial measures have brought the Trains into compliance with the Maintenance Obligations and Safety Requirements, and the procedure set forth in this Clause 19.5 shall be repeated until the maintenance of Trains conforms to the Maintenance Obligations and Safety Requirements. In the event that remedial measures are not completed by the Technology Partner in conformity with the provisions of this Agreement, the Government shall be entitled to recover Damages from the Technology Partner under and in accordance with the provisions of Clause 17.11. For the avoidance of doubt, the remedial measures hereunder and the tests relating thereto shall be deemed as part of Unscheduled Maintenance, and the period for which the Train remains out of service on account thereof shall be included in Non-Available Hours.

19.6. Responsibility of the Technology Partner

- 19.6.1. It is expressly agreed between the Parties that any inspection carried out by the Government or the submission of any Maintenance Inspection Report by the Government as per the provisions of this Article 19 shall not relieve or absolve the Technology Partner of its obligations and liabilities hereunder in any manner whatsoever.
- 19.6.2. It is further agreed that the Technology Partner shall be solely responsible for adherence to the Key Performance Indicators specified in Article 20.

20. Article 20.Key Performance Indicators

20.1. Key Performance Indicators

Without prejudice to the obligations specified in this Agreement, the Technology Partner shall maintain the Trains such that each Train achieves the performance indicators comprising Availability, Reliability and upkeep of Cars, as specified in this Article 20 (the “**Key Performance Indicators**”).

20.2. Availability

- 20.2.1. During an Accounting Year, a Train shall be deemed to be available for operation at all times, save and except the Non-Available Hours specified in Clause 20.2.2, and the sum of hours in an Accounting Year when such Train is deemed to be available shall be reckoned as available hours (the “**Available Hours**”) of such Train. For the avoidance of doubt and by way of illustration, Available Hours of a Train accepted on 15.05.2024 (as per Clause 14.6) shall be: (i) sum of hours minus the Non-Available Hours from 15.05.2024 to 31.03.2025 during Accounting Year 2024-25; and (ii) sum of hours minus the Non-Available Hours from 01.04.2025 to 31.03.2026 during Accounting Year 2025- 26.
- 20.2.2. The Parties agree that the period for which a Train is deemed to be not available for operation (the “Non-Available Hours”) shall be reckoned as follows:
- a) in the case of Scheduled Maintenance, the period between entry of a Train at the Maintenance Depots and the time when it is declared by the Technology Partner as available for operation;
 - b) In the case of Unscheduled Maintenance arising out of the reasons specified in Clause 17.6.4, the period between entry of a Train at the Maintenance Depots and the time when it is declared by the Technology Partner as available for operation; provided that the total period of Unscheduled Maintenance to be reckoned hereunder shall be subject to the remission specified in Clause 20.2.3;
 - c) in the case of Unscheduled Maintenance arising out of reasons attributable to the Technology Partner, the period between the time of occurrence of an event that renders the Train unfit or unavailable for service and the time when it is declared by the Technology Partner as available for operation; provided that the time taken for transporting the Train from its location to the Maintenance Depots or other government depot, as the case may be, shall be deemed to be 24 (twenty four) hours irrespective of the actual time taken and shall form part of Non-Available Hours herein;
 - d) in the case of delay by the Technology Partner in supply of a Payable Spare, one-half of the delay determined under Clause 27.2.7; and

- e) in case of delay in undertaking inspection/minor repair at the Washing Lines exceeding 4 (four) hours, one half of such delay.

- 20.2.3. In computing the Non-Available Hours for the Unscheduled Maintenance specified in Sub-clause (b) of Clause 20.2.2, the following time shall be excluded by way of remission, namely:
- a) In the event that the Unscheduled Maintenance is caused by an event or reason specified in Clause 17.6.4, 85% (eighty-five per cent) of the Non-Available Hours; and
 - b) upto 1 (one) hour of Unscheduled Maintenance per month, as specified in Clause 17.6.5; and
 - c) 85% (eighty five percent) of the time taken for moving a Train from other Government depot to the Maintenance Depots for any repair or rectification which cannot be undertaken at such other Government depot.
- 20.2.4. The Parties agree that the sum of Available Hours of all the Trains in the Fleet as a proportion of the total hours (Available Hours + Non-Available Hours) of all the Trains in the Fleet in any Accounting Year, shall be deemed to be the availability of the Fleet in that Accounting Year (the "Availability"). For the avoidance of doubt and by way of illustration, if the total hours of all the Train in the Fleet in an Accounting Year are 100 (one hundred) and if their Available Hours are 96 (ninety-six), the Availability hereunder shall be 96% (ninety-six per cent).
- 20.2.5. The Technology Partner shall procure that the Availability of the Fleet in every Accounting Year shall be at least 95% (ninety-five per cent) (the "Guaranteed Availability").
- 20.2.6. The Technology Partner agrees that for every 1% (one percent) reduction as compared to the Guaranteed Availability of the Fleet, it shall pay to the Government 4% (four percent) of the Maintenance Fee as Damages.

20.3. Declaration of Availability

The Technology Partner shall notify, no later than 7 (seven) days prior to the commencement of a month, its maintenance schedule for that month including expected time required for such scheduled maintenance and any reduction in Availability arising as a result thereof. The Technology Partner shall, as soon as may be, notify any modifications of its maintenance schedule or time required for such maintenance along with justification for the same thereof.

20.4. Reliability

- 20.4.1. The Parties agree that the Reliability of the Fleet shall be monitored, during the Reliability demonstration period, after completion of cumulative 10,00,000 (ten lakh) kilometres by the Fleet or 12 (twelve) months from the date of commercial operation of the first Train, whichever is later (the "Reliability Demonstration Period"). Reliability of the Fleet in any Accounting Year

during the Reliability Demonstration Period shall be measured in terms of the mean distance travelled between two Failures (the “Reliability”) i.e. the Reliability of the Fleet shall be computed by dividing the cumulative distance travelled by all the Trains in the Fleet in an Accounting Year by aggregate number of Failures of all the Trains in the Fleet in such Accounting Year. For the avoidance of doubt and by way of illustration, if the cumulative distance travelled by all the Trains in the Fleet is 5,00,00,000 km (five crore kilometres) and aggregate number of Failures of all the Trains in the Fleet in such Accounting Year is 125(one hundred and twenty-five), then the Reliability of such Fleet in such Accounting Year shall be 400,000 km (four hundred thousand kilometres).

- 20.4.2. The Technology Partner shall procure that the Reliability of the Fleet shall not be less than 200,000 km (two hundred thousand kilometres) (the “Guaranteed Reliability”). For every 20,000 km increase or decrease in the average annual Kilometer earning of the Fleet with respect to the normative distance specified in Clause 25.4.2, this Guaranteed Reliability shall be increased or decreased, as the case may be, by 10,000 km.
- 20.4.3. The Technology Partner agrees that for every reduction of 20,000 km (twenty thousand kilometres) or part thereof in the Reliability of the Fleet, with respect to the guaranteed reliability, it shall pay to the Government 2% (two per cent) of the Maintenance Fee as Damages. For avoidance of doubt and by way of illustration, in case Reliability of the Fleet in any Accounting Year is 1,70,000 km (one hundred and seventy thousand kilometer) the Technology Partner shall pay to the Government 4% of the Maintenance Fee as Damage.

20.5. Upkeep of Cars

20.5.1. The Technology Partner shall at all times procure that:

- a) the toilets in the Train are clean, hygienic and free of odour when the Train is turned out from the maintenance Depot;
- b) the interiors of Cars are clean, hygienic and free of odour when the Train is turned out from the maintenance Depot;
- c) there is adequate lighting inside the Cars, in conformity with the Specifications and Standards; Fans and ventilation system are in working condition.
- d) there are adequate fire safety systems in the Train;
- e) all train information systems, public address systems and lighting systems function efficiently and their availability is no less than 98% (ninety-eight per cent) in a month;
- f) complaints relating to the Cars are addressed promptly;
- g) there are no sharp edges that can injure the Users; and
- h) there are no such conditions as per the list in Schedule D, affecting reliability, safety and passenger amenities.

20.5.2. The Technology Partner shall ensure and procure compliance of each of the Key Performance Indicators specified in this Clause 20.5 and for repeated shortfall in performance during a quarter, as may be determined by the Government for reasons to be recorded in writing based

on passenger feedback and inspections by the Government, it shall pay damages equal to 2% (two per cent) of the Maintenance Fee of such quarter for such shortfall in any such performance indicator. For avoidance of doubt, before imposing this damage, the Government shall serve a notice to the Technology Partner detailing the poor Upkeep performance of the Technology Partner and provide a reasonable time of not less than 7 (seven) days to cure such shortfall.

20.6. KPI based adjustments in Maintenance Fee

- 20.6.1. Any recoveries, required to be made in accordance with this Article 20, shall be made for each Accounting Year on an annual basis for such recoveries towards Availability (Clause 20.2.6) and Reliability (Clause 20.4.3) and on quarterly basis for such recoveries towards Upkeep of cars (Clause 20.5.2) and adjusted in the Maintenance Fee payable to the Technology Partner for the Fleet.
- 20.6.2. The aggregate of all Damages payable by the Technology Partner for an Accounting Year, in terms of Clauses 14.3.4, 17.11.1, 17.14, 19.5.2, 20.2.6, 20.4.3 and 20.5.2 shall be deemed as the aggregate Damages for the Fleet (the "Aggregate Damages").
- 20.6.3. In the event that the amount payable by the Technology Partner in accordance with the provisions of this Clause 20.6 shall exceed 10% (ten per cent) of the total Maintenance Fee payable for the Fleet during an Accounting Year, the amount payable in excess of such 10% (ten per cent) shall be carried forward to the subsequent Accounting Year. For the avoidance of doubt, if the amount carried forward under this Clause 20.6.3 cannot be adjusted in the subsequent year, it shall continue to be carried forward to the following Accounting Years until it is fully adjusted, but only within the ceiling of 10% (ten per cent) per annum specified herein above.
- 20.6.4. The Parties expressly agree that notwithstanding anything to the contrary contained in this Agreement, for computing the Damages for any Accounting Year under this Article 20, the Maintenance Fee shall be deemed to be 4.01% (four point zero one per cent) of the Applicable Train Price.
- 20.6.5. In the event of Termination occurring prior to completion of the Agreement Period, the Damages specified in this Article 20 shall be due and payable on a proportionate basis and calculated as if they are applicable to the mean of the performance of the Fleet.

20.7. Monthly Report

The Technology Partner shall, no later than 7 (seven) days after the end of each month, furnish to the Government a report stating the Key Performance Indicators of each Train as measured on a daily basis. The Technology Partner shall promptly give such other relevant information as may be required by the Government.

21. Article 21.Operational Routes

21.1. Operational routes for Trains

The Parties agree that the Government shall operate the Trains on any operational BG network of Indian Railways.

21.2. Washing of Trains

The Government may provide the use of Washing Lines to the Technology Partner at any railway station on the Operational Route from where a scheduled service shall originate or terminate, as the case may be.

22. Article 22.Manpower and Training

22.1. Manufacturing and Maintenance Organisation

- 22.1.1. The Technology Partner shall establish an organisation, for the manufacture and maintenance of Trains, and shall be responsible in all respect to ensure compliance of the manufacturing and maintenance obligations as per this Agreement. The Technology Partner shall be fully responsible to ensure availability of adequate number of suitably qualified and competent manpower for carrying out all supervision and other manufacturing and maintenance obligations during the Agreement Period.
- 22.1.2. The manpower shall be given initial training and periodic refresher courses to upgrade their knowledge of the Train equipment, trouble shooting, condition monitoring, predictive maintenance etc.
- 22.1.3. The Technology Partner shall replace promptly, its such experts who are not considered suitable by the Government.

22.2. Government Staff

- 22.2.1. The Government will, in accordance with the provisions of this Article 22, provide its technical staff (the "IR Staff") to the Technology Partner for performing its Maintenance Obligations. These IR staff shall work under the supervision and technical control of the Technology Partner for maintenance of the Trains. IR staff shall be shortlisted in accordance with the criteria mutually agreed between the Parties. Normally, such selected staff shall not be recalled by the Government before 5 (five) years unless recalled on ground of disciplinary rules or found ineligible otherwise with mutual agreement of both Parties. Technology Partner may however request for repatriation of any particular IR Staff on grounds of indiscipline/poor performance and the same shall be considered by the Government on merits.

22.2.2. Provision of IR Staff and Compensation for Shortfall

The Government shall provide Indian Railway (IR) staff to the Technology Partner for the performance of Maintenance Obligations. The quantum of such staff shall be calculated at the rate of 0.5 (zero point five) IR Staff per car forming part of the Trains under maintenance, limited to the extent of 100 men per shed, rest of the man power shall be deployed by the Technology Partner. The composition of this workforce shall consist of:

- (a) 20% (twenty percent) in the Supervisory category; and
- (b) 80% (eighty percent) in the Technician category.

The provision of IR staff is subject to availability on the relevant date. The Parties expressly agree that the Government may, at its sole discretion or due to administrative exigencies, vary the number of staff provided by up to 100% (one hundred percent). This variation implies that the Government may provide any number of staffs ranging from the full calculated strength down to zero (0) staff.

Compensation for Shortfall in the event that the Government is unable to provide the required number of staff (including the specified ratio of Supervisory and Technician categories), the Technology Partner shall arrange for the balance manpower at its own arrangement and cost. To compensate the Technology Partner for such additional expenditure, the Government shall adjust the Maintenance Fee by adding an amount calculated as follows:

- (a) Supervisory Staff Shortfall: Rs. 80,000 (Rupees eighty thousand) per man-month for each supervisor not provided.
- (b) Technician Staff Shortfall: Rs. 60,000 (Rupees sixty thousand) per man-month for each technician not provided.

For avoidance of doubt, and by way of illustration of Clause 22.2.2

Scenario: 1 – 100% Shortfall with 160 Cars under Maintenance

- Total Cars under Maintenance: 160 Cars (e.g., 10 Trains of 16 cars each).
- Total Staff Required (at 0.5 per car): 80 Staff.
- Target Composition: 16 Supervisors (20%) and 64 Technicians (80%).

100% Shortfall (Government provides Zero Staff) If the Government provides 0 staff, the monthly compensation to be added to the Technology Partner's Maintenance Fee shall be calculated as:

1. Supervisory Compensation: 16 Supervisors \times Rs. 80,000 = Rs. 12,80,000
2. Technician Compensation: 64 Technicians \times Rs. 60,000 = Rs. 38,40,000
3. Total Monthly Adjustment: Rs. 51,20,000 (Rupees fifty-one lakh twenty thousand).

Scenario: 2 - Partial Shortfall with 160 Cars under Maintenance

- Total Cars under Maintenance: 160 Cars (e.g., 10 Trains of 16 cars each).
- Total Staff Required (at 0.5 per car): 80 Staff.
- Target Composition: 16 Supervisors (20%) and 64 Technicians (80%).

If the Government provides 40 staff (8 Supervisors and 32 Technicians), the monthly compensation to be added to the Technology Partner's Maintenance Fee shall be calculated as:

1. Supervisory Compensation: 8 Supervisors (Shortfall) \times Rs. 80,000 = Rs. 6,40,000
2. Technician Compensation: 32 Technicians (Shortfall) \times Rs. 60,000 = Rs. 19,20,000
3. Total Monthly Adjustment: Rs. 25,60,000 (Rupees twenty-five lakh sixty thousand).

Scenario: 3 – 100% Shortfall with 240 Cars under Maintenance

- Total Cars under Maintenance: 240 Cars (12 Trains \times 20 cars)
- Staff Calculation: 240 Cars \times 0.5 = 120 Staff
- Capped IR Staff Limit: 100 men.

- Composition of IR Staff .
 - Supervisors (20%): 20 Staff
 - Technicians (80%): 80 Staff

If Government provides Zero Staff - 100% Shortfall

If the Government provides 0 staff, monthly compensation to be added to the Technology Partner's Maintenance Fee shall be calculated as::

1. Supervisory Compensation: 20 Supervisors × Rs. 80,000 = Rs. 16,00,000
2. Technician Compensation: 80 Technicians × Rs. 60,000 = Rs. 48,00,000
3. Total Monthly Adjustment: Rs. 64,00,000/- (Rupees Sixty-Four lakh only).

Scenario 4: Partial Shortfall with 240 Cars under Maintenance

- Total Cars under Maintenance: 240 Cars (12 Trains x 20 cars)
- Staff Calculation: 240 Cars × 0.5 = 120 Staff
- Capped IR Staff Limit: 100 men.
- Composition of IR Staff .
 - Supervisors (20%): 20 Staff
 - Technicians (80%): 80 Staff

If Government provides only 50% of the capped eligibility (of 100 IR Staff) with the following composition

- Supervisors Provided: 10 Staff
- Technicians Provided: 40 Staff

Short fall in this case is

- Supervisory Shortfall: 10 Supervisors
- Technician Shortfall: 40 Technicians

Monthly compensation to be added to the Technology Partner's Maintenance Fee shall be calculated as::

1. Supervisory Compensation: 10 Supervisors × Rs. 80,000 = Rs. 8,00,000
2. Technician Compensation: 40 Technicians × Rs. 60,000 = Rs. 24,00,000
3. Total Monthly Adjustment:Rs. 32,00,000 (*Rupees thirty-two lakh only*)

22.2.3. Deleted

22.2.4. Salary and other fixed allowances shall be paid to such staff by the Government as per extent rules. Technology Partner shall pay to each such staff expenses on account of travel for official purposes, personal protective equipment, uniform, canteen/recreational etc. as per Technology Partner's norms. For the avoidance of doubt, IR duty pass may be issued in favour of IR staff in connection with travel for the purpose of maintenance of Trains.

- 22.2.5. Technology Partner shall arrange required training to the IR Staff as provided to their own staff according to their assigned duties. Technology Partner shall provide various office facilities to them as provided to its own staff. Technology Partner shall furnish the appraisal report of such IR Staff periodically. The appraisal system shall be decided by the Government in consultation with the Technology Partner.

22.3. Training

- 22.3.1. The Technology Partner shall plan and design the training modules including lesson plan for Government Staff for manufacturing/assembly, operation, maintenance, overhauling, testing and repair of Trains, machinery and plants, special tools, equipment including for the items supplied by various OEM/Vendors. The training shall also focus on maintenance monitoring and asset management systems. The training shall include initial, on-the-job as well as Refresher training.

Notwithstanding that no Government manpower is provided to the Technology Partner for the operation of the Manufacturing Unit, the Government shall nominate its staff to undergo specialized training in manufacturing and assembly processes. This training is intended to facilitate the effective Transfer of Technology (ToT) and to build institutional capacity within the Indian Railways for the manufacturing of Next Generation trains.

- 22.3.2. The objective of training of train operating staff is that the batches of loco running staff, Train manager and instructors who will operate the trains should be able to run the trains safely under all operating conditions. The Technology Partner's Instructors shall provide training in the classroom and actual driving of trains. The instructors shall also train the operating staff in trouble shooting of the faults and emergency procedures. The training should enable them to acquire full capability for identification and troubleshooting of the faults within specified duration.

- 22.3.3. The Technology Partner shall provide Training Manual for use by the Government for conducting in-house training. The Manuals shall cover all requirements specified in this chapter. The Technology Partner shall review and modify the Training manual based on Government's feedback. The government shall have the right to use all the training material including all the manuals for imparting training to other Government Staff.

22.4. Content and duration of training

- 22.4.1. The content of training shall comprise transfer of knowledge and skills required for the manufacturing & assembling of Trains at the site of Government Manufacturing Unit, operation and maintenance of Trains at the nominated maintenance Depots, as the case may be, and shall be developed by the Technology Partner in consultation with the Government.

The Technology Partner shall provide a minimum of 60 government staff of training per year specifically dedicated to manufacturing and assembly techniques. This training obligation shall commence from the second year of production of the Trains and shall continue annually for the remainder of the Manufacturing Period.

- 22.4.2. The duration of training courses shall normally be for a minimum period of 6 (six) days and a maximum of 24 (twenty-four) days.
- 22.4.3. The number of trainees participating in training at any time shall normally be a minimum of 10 (ten) and a maximum of 20 (twenty).
- 22.4.4. The number of man-days for offshore training shall not exceed 1,000 (one thousand).

22.5. Location of Training

- 22.5.1. Deleted.
- 22.5.2. Deleted.

22.6. Training Facilities

- 22.6.1. The Technology Partner shall set up and maintain a dedicated training facility at the Manufacturing unit and at each Maintenance Depot. This facility shall be specifically designed for the training of Government staff nominated for training in manufacturing and assembly and staff assigned for maintenance activities respectively . The Training Facility shall be handed over to the Government at the end of Supply period / Maintenance Period or Termination of the contract whichever is earlier. Civil infrastructure including water and electricity for the Training Facilities shall be provided by the Government.
- 22.6.2. Following minimum facilities shall be installed and operated at the training premises:
- a) air-conditioned lecture halls
 - b) any other facilities and infrastructure required for conducting the training in accordance with the provisions of this Agreement.

All civil, plumbing and electrical works including air conditioning shall be provided by the Government. Technology Partner shall provide furniture, furnishing, all teaching aid and other required training facilities.

- 22.6.3. The Technology Partner acknowledges and agrees that the entire cost of setting up, developing, and commissioning the training facilities at both the Manufacturing Unit and the nominated Maintenance Depots including but not limited to the cost of, specialized software, diagnostic benches, furniture, and technical aids shall be borne solely by the Technology Partner. Such costs shall be deemed to be included in the Train Price. No separate payment / reimbursement, or CAPEX grant shall be payable by the Government for these purposes.

- 22.6.4. All recurring costs associated with the above, such as, operation, upkeep, and technological upgradation of the training facilities at the Manufacturing Unit and Maintenance Depots shall be deemed to be included in the Train Price. This includes the cost of consumables, utility charges (unless otherwise specified), and the maintenance of all training equipment to ensure they remain functional and consistent with the evolving technical specifications of the Trains.

22.7 Annual Training Programme

- 22.7.1 The Technology Partner shall prepare an annual training programme in consultation with the Government and convey the same to the Government, at least 3 (three) months prior to the commencement of an Accounting Year.

22.8 Costs of Training

- 22.8.1 The Technology Partner shall be entitled to recover from the Government an amount of Rs 1,500 (Rupees one thousand five hundred) plus applicable taxes per day for each officer or engineer and Rs 1000 (Rupees one thousand) plus applicable taxes per day per head for other staff, by way of a lump sum charge towards the cost of training at the Training Facility, including the faculty and training material. For avoidance of doubt, this provision is not applicable for training of such staff who are provided to the Technology Partner to work under their supervision who shall be trained by the Technology Partner at their own cost.
- 22.8.2 The costs payable to the Technology Partner in accordance with the provisions of Clause 22.8 and man-month rates specified in Clause 22.2 shall be revised annually to reflect the variations in CPIIW occurring between the Base Index Date and the Reference Index Date for the relevant Accounting Year.

PART IV

FINANCIAL COVENANT

23. Article 23.Train Price

23.1. Train Price

23.1.1 The Government shall pay to the Technology Partner a sum, determined in accordance with the provisions of this Article 23, as the price for each Train (the "**Train Price**").

23.1.2 The Parties expressly agree that the Train Price shall be a composite, all-inclusive amount. It shall be deemed to include:

- (a) the full cost of upgradation, development, and commissioning of the Manufacturing Unit **and Maintenance Depot** including all machinery, plant, equipment, and specialized infrastructure provided by the Technology Partner;
- (b) the cost towards operation and maintenance of all Project Assets at the Manufacturing Unit;
- (c) the cost of setting up and maintaining the training facilities at the Manufacturing Unit **and Maintenance Depot** as per Article 22.

23.1.3 For the avoidance of doubt, the Technology Partner confirms that it has factored in all capital expenditures (CAPEX) and operational expenditures (OPEX) related to the Manufacturing Unit into the Train Price. No separate payment, grant, or reimbursement shall be made by the Government for the development of manufacturing infrastructure, and the Technology Partner waives any right to claim such costs under any circumstances, including Change in Law or Force Majeure.

23.2. Base Price

23.2.1. The base price of a 20 car Train shall be an amount of Rs..... (Rupees)\$, and the same shall be revised annually in accordance with the provisions of this Clause 23.2 (the "Base Price").

23.2.2. The Base Price for the third Year of the Supply Period and for each subsequent Year shall be determined by decreasing the Base Price for the immediately preceding Year by 2% (two per cent) thereof. For the avoidance of doubt and by way of illustration, the Base Price for the first Year of the Supply Period shall be the amount specified in Clause 23.2.1 and for the third and fourth Years, it shall be a sum equal to 98% (ninety eight percent) and 96.04% (ninety-six point zero four per cent) respectively of the amount specified in Clause 23.2.1.

23.3. Indexed Price

23.3.1. The Base Price determined in accordance with Clause 23.2 shall be revised annually to reflect the variation in Price Index occurring between the Base Index Date and the Reference Index

Date for the relevant Year (the “Indexed Price”). For the avoidance of doubt and by way of illustration, if the Price Index increases by 14% (fourteen per cent) between the Base Index Date and the Reference Index Date for the third Year of the Supply Period, the Indexed Price for the third Year shall be 114% (one hundred and fourteen percent) of the Base Price for that Year.

- 23.3.2. In the event that the Price Index varies by more than 4% (four per cent) between the Reference Index Date for any Year and the last date preceding any month of that Year, the Indexed Price shall be revised to reflect such variation at the commencement of that month, and such Indexed Price shall be the Train Price until its revision for the following month or Year, as the case may be, in accordance with the provisions of this Clause 23.3.2. For the avoidance of doubt and by way of illustration, if the Price Index for the Reference Index Date and for the last date preceding any month of that Year shall vary by 4.1% (four point one per cent), the Train Price shall be revised at the commencement of that month to reflect the variation in Price Index.

\$ The base price of a 20 car Train shall be determined by competitive bidding and the sum quoted by the selected bidder / Consortium shall be inserted here.

23.4. Computation of Train Price

The Base Price, as corrected for variation in Price Index in accordance with the provisions of Clause 23.3, shall be the Train Price payable for all Trains supplied in the relevant Year in accordance with the Supply Programme specified in Article 15.

23.5. Deleted

23.6. Delayed supplies

In the event that a Train, due for supply in a Year under and in accordance with the Supply Programme specified in Clause 15.1, is supplied in subsequent Year, the Train Price shall be determined by reckoning followings dates for calculating the Base Price and Indexed price:

- a) In case of delay due to reasons attributable to the Technology Partner –
 - i) Base Price: as applicable on the date of such delayed supply;
 - ii) Indexed Price: as on the date of original scheduled supply or date of delayed supply whichever is lower.
- b) In case of delay due to reasons not attributable to the Technology Partner –
 - i) Base Price: as applicable on the date of original scheduled supply;
 - ii) Indexed Price: as on the date of supply.

23.7. Development Advance

23.7.1. The Government shall, on request of the Technology Partner and upon furnishing a bank guarantee, equivalent to the advance (covering principal and interest of 3 years), in the form specified in Schedule-I, make advance payment as per the details given below (the "Development Advance"):

Instalment Number	Time	Amount	Recovery
1	at any time after the Appointed Date	a sum not exceeding the Base Price for 2 (two) 20 car Trains	in equal instalments from the payment towards Train Price of 11th (eleventh) to 20th (twentieth) Train.
2	at any time after the 1 st (first) anniversary of the Appointed Date	a sum not exceeding the Base Price for 1 (one) 20 car Train	in equal instalments from the payment towards Train Price of 21th (twenty first) to 25th (twenty fifth) Train.
3	at any time after the 2nd (second) anniversary of the Appointed Date	a sum not exceeding the Base Price for 1 (one) 20 car Train	in equal instalments from the payment towards Train Price of 25th (twenty fifth) to 30th (thirtieth) Train.

23.7.2. The rate of interest on the Development Advance shall be equal to 5% (five per cent) above the Bank Rate (simple interest).

23.7.3. The Technology Partner may opt to refund the above Development Advance, including interest thereon, at earlier dates.

24. Article 24.Maintenance Security

24.1. Maintenance Security

- 24.1.1. The Technology Partner shall, for the performance of its obligations hereunder between the date of completion of Supply Period and the Transfer Date, provide to the Government, no later than 30 (thirty) days prior to the completion of Supply Period, an irrevocable and unconditional guarantee from a Bank, to take effect on completion of the Supply Period, for a sum of Rs. 300 crores (Rupees Three Hundred Crore Only) as performance security in the form set forth in Schedule-C (the "Maintenance Security"), to be modified, mutatis mutandis, for this purpose. Until such time the Maintenance Security is provided by the Technology Partner pursuant hereto and the same comes into effect, the Performance Security shall remain in force and effect, and upon such provision of the Maintenance Security pursuant hereto, the Government shall release the Performance Security to the Technology Partner.
- 24.1.2. The Parties expressly agree that the Technology Partner may furnish Maintenance Security valid for 3 (three) years at a time; provided that the Technology Partner shall, 2 (two) months prior to the expiry of such Maintenance Security, submit a new Maintenance Security valid for a further period of 3 (three) years and repeat the process hereunder until expiry of the Agreement Period.
- 24.1.3. Notwithstanding anything to the contrary contained in this Agreement, in the event Maintenance Security is not provided by the Technology Partner within the period specified in Clause 24.1.1, such failure shall be deemed to be a Technology Partner Default and the Government shall be entitled to encash the Performance Security and appropriate the proceeds thereof as Damages, in accordance with the provisions of Clause 9.2.

24.2. Appropriation of Maintenance Security

Upon occurrence of a Technology Partner Default, the Government shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Maintenance Security as Damages for such Technology Partner Default. Upon such encashment and appropriation from the Maintenance Security, the Technology Partner shall, within 15(fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Maintenance Security, and in case of appropriation of the entire Maintenance Security provide a fresh Maintenance Security, as the case may be, and the Technology Partner shall, within the time so granted, replenish or furnish fresh Maintenance Security as aforesaid failing which the Government shall be entitled to terminate this Agreement in accordance with Article 35. Upon replenishment or furnishing of a fresh Maintenance Security, as the case may be, as aforesaid, the Technology Partner shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Technology Partner Default, and in the event of the Technology Partner not curing its default within such Cure Period, the

Government shall be entitled to encash and appropriate such Maintenance Security as Damages, and to terminate this Agreement in accordance with Article 35.

24.3. Release of Maintenance Security

Subject to the Technology Partner not being in default under this Agreement, the Government shall, no later than 30 (thirty) days after completion of the Defect Liability Period Post Termination as per Clause 37.1, release the Maintenance Security.

25. Article 25.Maintenance Fee

25.1. Maintenance Fee

- 25.1.1. The Government shall pay to the Technology Partner, an annual fee for undertaking the Maintenance Obligations of a Train including insurance thereof (the “**Maintenance Fee**”), to be determined in accordance with the provisions of this Article 25. Cost towards operation and maintenance of all Project Assets at the Maintenance Depots, Training Facilities and Washing Lines shall be deemed to be included in this Maintenance Fee.
- 25.1.2. The Maintenance Fee due and payable for an Accounting Year shall be computed with reference to the applicable Train Price determined in accordance with Clause 25.1.3 (the “**Applicable Train Price**”).
- 25.1.3. The Applicable Train Price for any Accounting Year shall be determined by adjusting the amount specified in Clause 23.2.1 annually to reflect the variation in Maintenance Index occurring between the Base Index Date and the Reference Index Date for the relevant Accounting Year, and the amount so arrived at shall be the Applicable Train Price for that Accounting Year. For the avoidance of doubt, the amount specified in Clause 23.2.1 shall not be varied in accordance with Clause 23.2.2 for computation of Applicable Train Price hereunder.

25.2. Determination of Maintenance Fee

- 25.2.1. The annual Maintenance Fee per Train, due and payable, for each Service Year of such Train during the Maintenance Period, shall be as follows:

Service Year of a Train	Annual Maintenance fee as % of Applicable Train price		Service Year of a Train	Annual Maintenance fee as % of Applicable Train price
1	3.18%		16	3.18%
2	3.18%		17	3.18%
3	4.20%		18	4.20%
4	3.18%		19	3.18%
5	3.18%		20	3.18%
6	5.20%		21	5.20%
7	3.18%		22	3.18%
8	3.18%		23	3.18%

9	7.20%		24	7.20%
10	3.18%		25	3.18%
11	3.18%		26	3.18%
12	4.20%		27	4.20%
13	3.18%		28	3.18%
14	3.18%		29	3.18%
15	12.00%		30	3.18%
Average Annual Maintenance Fee				4.01%

Here, First Service Year with respect to a Train shall mean a period of 1 (one) year commencing from the date of acceptance of such Train as per Clause 14.6, Second Service Year with respect to such Train shall mean a period of one year following the First Service Year of such Train and so on.

25.3. Payment of Maintenance Fee

25.3.1. Maintenance Fee shall be due and payable in arrears at the end of each Month of an Accounting Year. The Maintenance Fee instalment payable for a Month of any Accounting Year shall be calculated as Sum total of the Maintenance Fees of each Trains under Maintenance Obligations during the relevant Month where Maintenance Fees of each of the Train shall be calculated as - $[1/12] \times [(Total\ Train-Days\ under\ Maintenance\ Obligation\ for\ the\ corresponding\ Service\ Year\ of\ maintenance\ during\ the\ Month) \times (Applicable\ Annual\ Maintenance\ Fee\ per\ Train\ for\ the\ corresponding\ Service\ Year\ of\ Maintenance)] / [No\ of\ Days\ in\ the\ relevant\ Month]$. The illustration given below calculates Maintenance Fee for the month of July'2026 (31 days) for a hypothetical fleet of 3 Trains where date of acceptance of these Trains are considered as 10/7/23, 20/10/24 and 15/07/2026 respectively.

Train No.	Date of Acceptance of Train	Service Year/Annual Maintenance Fee per Train (as % of Applicable Train Price)/ Train-Days				Train Maintenance Fee for July'26' (31 days)
		1 3.25%	2 3.25%	3 4.25%	4 3.25%	
1	10-07-2023			9 Days (01.07.26-09.07.26)	22 Days (10.07.26-31.07.26)	$[(9 \times 4.25\% + 22 \times 3.25\%)/31] \times 1/12$

2	20-10-2024		31 Days (01.07.26- 31.07.26)			$[(31*3.25\%)/31]*1/12$
4	15-07-2026	17 Days (15.07.26- 31.07.26)				$[(17*3.25\%)/31]*1/12$

25.4. Distance based adjustments in Maintenance Fee

- 25.4.1. Average annual kilometer earning of the Fleet in any Accounting Year shall be calculated as: [total distance travelled by all the Trains in the Fleet during such Accounting Year] /Fleet Train-Year; where Fleet Train-Year shall be calculated as [(Fleet Train-Days during the Accounting Year)/ (No of Days in the Accounting Year)].

For the avoidance of doubt and by way of illustration, Fleet Train-Year during 2025-26 of a hypothetical Fleet of 3 (three) Trains with their date of acceptance as 11-09-2025 (200 days), 28-12-2025 (92 days) and 15-10-2024 (365 days) shall be equal to 1.8 $[(200+92+365)/365]$.

- 25.4.2. Total Maintenance Fee payable for the Fleet for an Accounting Year shall be adjusted based on average annual kilometer earning of the Fleet in comparison to the normative distance of 1,80,000 (one lakh eighty thousand) kms (the "Normative Distance"). For every increase or decrease of 20,000 km (twenty thousand kilometres) in the average annual kilometer earning of the Fleet during an Accounting Year with respect to the Normative Distance, the Maintenance Fee shall be increased or decreased, as the case may be, by 2% (two per cent) thereof. For the avoidance of doubt and by way of illustration, the Parties agree that in the event the average annual kilometer earning of the Fleet is 2,07,000 (two lakh and seven thousand) kilometres in an Accounting Year, the Maintenance Fee shall be increased by 2% (two per cent) thereof. The Parties further agree that for the purposes of adjustment under this Clause 25.4.2, the annual Maintenance Fee of all Trains in the Fleet shall be deemed to be 4.01% (four point zero one per cent) of the Applicable Train Price.

26. Article 26. Billing and Payment

26.1. Billing and payment

- 26.1.1. On or after the date on which an amount has become due and payable to the Technology Partner in accordance with the provisions of this Agreement, it shall submit, an invoice with necessary particulars in physical form (in triplicate) or in electronic form to the officer designated by the Government as the payment authority for this purpose (the “**Payment Authority**”).
- 26.1.2. The Payment Authority shall, within 30 (thirty) days of receipt of an invoice in accordance with Clause 26.1.1 (the “**Payment Due Date**”), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Technology Partner, save and except any amounts which it determines as not payable or disputed (the “**Disputed Amounts**”).
- 26.1.3. All Damages (except those as per Clauses 13.3, 15.3) payable by the Technology Partner in accordance with the provisions of this Agreement shall be deducted from the Maintenance Fee due and payable to the Technology Partner and in the event the deductions hereunder exceed the Maintenance Fee, the balance remaining shall be deducted from the Train Price due and payable to the Technology Partner. Delay Damages, if any, in terms of Clause 13.3 and 15.3 shall be deducted from the respective Train Price.
- 26.1.4. For claiming payment of the Train Price from the Government, the Technology Partner shall submit (i) the original invoice and a copy thereof for each Train delivered; (ii) Technology Partner’s certificate that the amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement; (iii) proof of acceptance of Train in accordance with Clause 13.5 or Clause 14.3.1, as the case may be; (iv) proof of delivery of the Train certified by the Government Representative; (v) official documents in support of Price Index variation as specified in Clause 23.3; (vi) detailed calculation for Train Price in accordance with Clause 23.4; (vii) copies of reports in respect of Tests performed in accordance with Schedule-F; and (viii) details in respect of taxes/duties which are reimbursable in accordance with the provisions of this Agreement (ix) Details of delay Damages in accordance with 13.3 and 15.3.
Verification of Local Content: Within 21 (twenty-one) days from the date of the last supply under the Supply Programme, the Technology Partner shall submit a local content certificate duly certified by a cost accountant or chartered accountant in practice, as per Form-XV. Failure to provide this certification within the stipulated 21 days shall create a presumption of non-compliance with the local content requirements.
- 26.1.5. For claiming payment of Maintenance Fee from the Government, the Technology Partner shall submit (i) the original invoice and a copy thereof in respect of Maintenance Obligations for the preceding quarter; (ii) Technology Partner’s certificate that the amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement; (iii) a copy of maintenance

reports as specified in Clause 17.20, duly verified by the Government Representative; (iv) official documents in support of Maintenance Index variation as specified in Clause 25.1.3; (v) detailed calculation for Maintenance Fee claimed in accordance with Clause 25.2; (vi) details in respect of taxes/duties which are reimbursable in accordance with the provisions of this Agreement; and (vii) details of Damages payable in respect of Key Performance Indicators in accordance with the provisions of this Agreement.

26.1.6. Adjustment of Train Configuration and Pricing

- 26.1.6.1. **Standard Reference:** For the purpose of financial evaluation and the Base Price, the Technology Partner (TP) shall quote the price for a **20-car Train Set**.
- 26.1.6.2. **Supply of 16-car Train Sets:** The Authority may, at its sole discretion, require the TP to manufacture and supply the Train Sets in a **16-car configuration**. In such instances, the price payable for each 16-car Train Set shall be **80% (eighty per cent)** of the accepted price for a 20-car Train Set.
- 26.1.6.3. **Augmentation to 24-car Train Sets:** If the Authority requires the supply of a **24-car Train Set**, or requires an additional 4-car Middle Basic Unit to augment an existing 20-car Train Set, the additional fee for the 4-car unit shall be equal to **20% (twenty per cent)** of the accepted price of one 20-car Train Set.
- 26.1.6.4. The Annual Maintenance Fee defined in Article 25 shall be adjusted on a pro-rata basis (5% per car) for any configuration other than the 20-car reference, ensuring that maintenance payments align with the actual number of cars in service at the 5 nominated depots.

26.2. Disputed Amounts

- 26.2.1. The Payment Authority shall, within 15 (fifteen) days of receiving an invoice, notify the Technology Partner of the Disputed Amounts, if any, with particulars thereof. Within 7 (seven) days of receiving such notice, the Technology Partner shall present any information or evidence as may reasonably be required for determining that such Disputed Amounts are payable. The Payment Authority may, upon request to this effect from the Technology Partner, meet a representative of the Technology Partner for resolving the dispute and in the event that the dispute is not resolved amicably, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, even if a dispute is resolved amicably, any amount paid after the Payment Due Date shall be deemed as delayed payment if the delay was not caused by the Technology Partner in submission of the particulars specified in Clause 26.1.4.
- 26.2.2. If any amount is payable by either Party to the other Party upon determination of a dispute under the Dispute Resolution Procedure, such amount shall be deemed to be payable on the date when it first became due under this Agreement, and interest for the period of delay shall be due and payable at the rate specified in Clause 26.3.

26.3. Delayed payments

All amounts due and payable to the Technology Partner under the provisions of this Agreement shall be paid within the period set forth in Clause 26.1.2. In the event of delay beyond such period, the Government shall pay interest for the period of delay, calculated at a rate equal to 5% (five per cent) above the Bank Rate on the amounts payable.

26.4. Discount for early payment

The Parties expressly agree that in the event the Government pays the Train Price or Maintenance Fee, as the case may be, in terms of Clause 26.1.2 within 15 (fifteen) days of the date of submission of the invoice and particulars thereof, the Government shall be entitled to deduct 0.5% (zero point five per cent) of the amount to be paid, as the case may be, by way of discount for early payment.

26.5. Taxes and Duties

- 26.5.1. All duties, taxes [except Goods and Services Tax (GST) payable by the Technology Partner on Train Price, Maintenance Fee and price towards Payable Spares], royalties, cess and other levies payable by the Technology Partner under this Agreement, or for any other cause, as of 30 (thirty) days prior to the deadline for submission of bids, shall be included in the quoted Price submitted by the Bidder. For the avoidance of any doubt, it is further clarified that the Train Price, Maintenance Fee and price towards Payable Spares are exclusive of Goods and Services Tax (GST). GST will be paid extra as applicable on the submission of GST Invoices subject to submission of documentary evidence towards payment of GST collected on the previous bills/invoices to the GST Authorities.
- 26.5.2. Technology Partner shall provide following declarations while claiming payment:
- i. "It is certified that the GST % at which has been charged for the item billed for herein is as per relevant sections of CGST/SGST/IGST Acts and is legally leviable. If, however, it is found later that the rate at which the GST tariff rate has been charged is not correct, we indemnify Indian Railways against any loss on this account."
 - ii. "It is certified that no refund of GST already reimbursed to me/us on the order/contract has been obtained by me/us during the quarter. And that in respect of refund/increase of refund of GST obtained on this order/contract will be passed on to the purchaser."
 - iii. No additional duty setoffs on the goods supplied have accrued under the GST Act or any future scheme which may be introduced while submitting the present bill.

iv. Any additional Input Tax Credit benefit, if become available to the supplier, the same shall be passed on to the purchaser without any undue delay.

OR

It is declared that additional input tax credit to the tune of ₹_____ has accrued and accordingly the same is being passed onto the purchaser and to that effect the payable amount may be adjusted.

27. Article 27. Supply of Spares and Consumables

27.1. Supply of Spares

- 27.1.1. The Technology Partner shall, in accordance with the provisions of this Article 27, supply all Spares and Consumables required for the operation, repair and maintenance of Trains during the Agreement Period.
- 27.1.2. Save and except as otherwise provided in Clause 27.2, all Spares and Consumables required for operation, repair and maintenance of Trains during the Maintenance Period shall be supplied and installed by the Technology Partner, at its cost and expense, as part of its Maintenance Obligations, and no payment or compensation other than Maintenance Fee shall be due and payable for this purpose.

27.2. Payable Spares

- 27.2.1. Subject to the provisions of Clause 17.6, the Technology Partner shall, for the price determined under this Clause 27.2, provide Spares for Unscheduled Maintenance specified in Clause 17.6.4 (the “**Payable Spares**”).
- 27.2.2. The Parties agree that the Technology Partner shall, no later than 18 (eighteen) months from the Appointed Date, furnish to the Government, a schedule of rates for Payable Spares to be specified in terms of their percentage with reference to the Train Price and the aggregate percentage of all the Payable Spares, including components, parts and systems forming part of a complete Train, shall be equal to 100 (hundred), which shall be certified by a qualified cost accountant. The Technology Partner agrees and undertakes that the costing of individual parts, components and systems shall reflect their true proportion to the Train Price and the Parties shall make good faith efforts to negotiate and finalise the offer of the Technology Partner within 3 (three) months of its submission, subject however to the aforesaid ceiling of 100 (hundred); provided that after an interval of 5 (five) years, the Parties may, with mutual consent, negotiate the aforesaid percentages for Payable Spares and determine the revised rates in accordance with the provisions of this Clause 27.2.2.
- 27.2.3. The Parties agree that the price payable by the Government for a Payable Spare shall be determined by applying the percentage specified under Clause 27.2.2 to the Applicable Train Price and increasing the amount so arrived at by 20% (twenty per cent) thereof. For the avoidance of doubt and by way of illustration, if the rate of a Payable Spare is 0.1% (zero point one per cent) and the Applicable Train Price is Rs 100 crore (Rupees hundred crore), the price of that Payable Spare shall be Rs12 lakh (Rupees twelve lakh). For the avoidance of doubt, the

price determined hereunder shall be exclusive of taxes and duties in accordance with the provisions of Clause 26.5.

- 27.2.4. In the event that 20 (twenty) or more units of any Payable Spare are supplied by the Technology Partner in any Year, the price determined in accordance with Clause 27.2.3 above shall be reduced by 5% (five per cent) thereof for all the units supplied in that year.
- 27.2.5. In the event that 100 (one hundred) or more units of any Payable Spare are supplied by the Technology Partner in any Year, the price determined in accordance with Clause 27.2.3 above shall be reduced by 10% (ten per cent) thereof for all the units supplied in that year.
- 27.2.6. The Technology Partner shall maintain an adequate inventory of Payable Spares and shall supply every Payable Spare within a period of 4 (four) hours from the time a notice is delivered by the Government to the Technology Partner; provided, however, that in case of Payable Spares that were required in quantities of 12 (twelve) units or less during the immediately preceding Year, the period of delivery hereunder shall be 48 (forty-eight) hours.
- 27.2.7. In the event of failure to supply a Payable Spare within the time specified in Clause 27.2.6, the Technology Partner shall pay Damages equal to 5% (five per cent) of the price of Payable Spare hereunder for each day of delay, or part thereof, until that Payable Spare is supplied, subject to the maximum Damages not exceeding the price of that Payable Spare. In the event that any delay hereunder shall cause Failure of a Train, one-half of the delay in supply hereunder shall be deemed as Non-Available Hours.
- 27.2.8. All Payable Spares shall carry a warranty as specified in Clause 29.2.3.

27.3. Cost of installation

- 27.3.1. A sum equal to 10% (ten per cent) of the price of a Payable Spare, determined in accordance with Clause 27.2.3, shall be due and payable to the Technology Partner for installation of that Payable Spare in a Train. For the avoidance of doubt, the Government may purchase a Payable Spare after completion of Maintenance Period of any Train and install the same in its own premises, and in such an event no payment shall be due for installation under this Clause 27.3.1.
- 27.3.2. In the event the Technology Partner determines that a Spare can be repaired and installed in substitution of a Payable Spare, it may undertake repair and installation thereof for a reasonable charge based on Good Industry Practice, but at no time exceeding 35% (thirty five per cent) of the price of such Payable Spare; Provided, however, that if the price of any Payable Spare, determined in accordance with Clause 27.2, shall exceed Rs 500,000 (Rupees five lakh), the Technology Partner may, with prior approval of the Government, undertake repair and installation thereof for such higher charges as the Government may, in its discretion, permit.

28. Article 28. Condemnation of Train

28.1. Condemnation of Trains

- 28.1.1. The Parties agree that in the event of the cost of repair of a Train or Car, as the case may be, arising out of any reason or event not attributable to the Technology Partner, including negligence, accident, natural calamities, vandalism, arson, riots or any event of a nature analogous to the foregoing, is more than 50% (fifty per cent) of its depreciated book value, the Government may, in its discretion, withdraw such Train or Car from the Fleet.
- 28.1.2. The Parties agree that in the event of the cost of repair of a Train or Car, as the case may be, arising out of any reason or event attributable to the Technology Partner, including defect, negligence, accident or fire, is more than its depreciated book value, the Technology Partner may, subject to payment to the Government of a sum equal to the depreciated book value determined by applying an annual depreciation rate of 2.85% (two point eight five percent), condemn such Train or Car as the case may be with prior approval of the Government. Ownership and salvage value of the condemned Train or car, as the case may be, shall be retained by the Government.

28.2. Termination of Maintenance Obligations

The Parties expressly agree that the Maintenance Obligations of the Technology Partner with respect to a Train or Car which is withdrawn or condemned, as the case may be, in accordance with the provisions of Clause 28.1 shall be deemed to be terminated. For the avoidance of doubt, no Maintenance Fee shall be payable by the Government from the date of withdrawal or condemnation hereunder.

29. Article 29.Handover of Project Assets

29.1. Handover of Project Assets

- 29.1.1. All the Project Assets at the Manufacturing Unit shall be handed over to the Government in working condition upon completion of the Supply Period or Termination of this Agreement whichever is earlier.
- 29.1.2. All the Project Assets at the Maintenance Depots and Washing Lines shall be handed over to the Government in working condition upon completion of Maintenance period or Termination of this Agreement whichever is earlier.
- 29.1.3. Upon handingover of Project Assets hereunder, all equipments, machinery, buildings, structures, hardware, software (i.e. TCMS, diagnostics, firmware, etc.), and other assets shall vest in the Government free and clear of any encumbrance.

29.2. Provision of Spares upon Termination

- 29.2.1. In case of Termination before completion of the Maintenance Period, the Technology Partner shall provide to the Government, free of charge, an inventory of Spares along with the Project Assets handed over under this Article 29. The inventory shall comprise of Spares equivalent to one-half of the average annual consumption of Spares during the preceding 3 (three) Years. For this purpose, the Technology Partner shall compute the total consumption of each Spare, excluding any Payable Spare, during the preceding 3 (three) Years and divide the same by 3 (three) for arriving at the average annual consumption, and all fractions shall be rounded off to the nearest whole number.
- 29.2.2. Without prejudice to the provisions of Clause 29.2.1, the Government may, in its discretion, require the Technology Partner to provide an additional inventory of Spares, equivalent in all respects to the inventory of Spares specified in Clause 29.2.1, or such proportion thereof as the Parties may by mutual agreement determine; provided that the Spares supplied hereunder shall be deemed to be Payable Spares and all terms and conditions of supply including payment of the price thereof, shall apply as if these are Payable Spares; provided further that the Government may exercise its rights hereunder no later than 30 (thirty) days prior to the Transfer Date.
- 29.2.3. All Spares provided by the Technology Partner under this Clause 29.2 shall carry a warranty of 18(eighteen) months from the date of its repair or replacement, as the case may be, free of cost to the Government. The terms of such warranty shall be determined in accordance with Good Industry Practice.

30. Article 30. INSURANCE

30.1. Insurance during Agreement Period

The Technology Partner shall effect and maintain at its own cost, during the Agreement Period, such insurances for such maximum sums as may be required under this Agreement and Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Technology Partner shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Government as a consequence of any act or omission of the Technology Partner during the Agreement Period. The Technology Partner shall procure that in each insurance policy, the Government shall be jointly insured/additional insured with the Technological Partner as per Insurance Act and that the insurer shall pay the proceeds of insurance to the Government in the event of Termination.

30.2. Insurance Cover

Without prejudice to the provisions contained in Clause 30.1, the Technology Partner shall, during the Agreement Period, procure and maintain Insurance Cover including but not limited to the following:

- a) loss, damage or destruction of the Project Assets and Trains in the care and custody of the Technology Partner where such insurance shall be for a limit of not less than the full replacement cost of such assets and about 10% of total Trains shall be considered under care and custody of the Technology Partner for this Clause;
- b) comprehensive third-party liability insurance for life, goods or property, including injury to or death of personnel of the Government or others, arising from any accident at the Manufacturing Unit, Depots or on account of any negligence of the Technology Partner or a defect or deficiency in a Train;
- c) the Technology Partner's general liability arising out of the Agreement;
- d) workmen's compensation insurance; and
- e) any other insurance that may be necessary to protect the Technology Partner and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (d) above.

30.3. Notice to the Government

No later than 45 (forty-five) days after the commencement of the Agreement Period, the Technology Partner shall by notice furnish to the Government, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 30. Within 60 (sixty) days after the possession of Manufacturing Unit/ Maintenance Depot, the Government may require the Technology Partner to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

30.4. Evidence of Insurance Cover

All insurances obtained by the Technology Partner in accordance with this Article 30 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Technology Partner shall furnish to the Government, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Technology Partner to the Government.

30.5. Remedy for failure to insure

If the Technology Partner shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Government shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Technology Partner, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Technology Partner.

30.6. Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Technology Partner pursuant to this Article 30 shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, the Government, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

30.7. Technology Partner's waiver

The Technology Partner hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Government and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Technology Partner may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Technology Partner 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.

30.8. Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Technology Partner, and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Trains or the Manufacturing Unit or Maintenance Depots, as the case may be, and the balance remaining, if any, shall be paid to the Government.

30.9. Compliance with conditions of insurance policies

The Technology Partner expressly acknowledges and undertakes to fully indemnify the Government from and against all losses and claims arising from the Technology Partner's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

31. Article 31.{Intentionally left blank}

PART V

Force Majeure and Termination

32. Article 32. Force Majeure

32.1. Force Majeure

As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 32.2, 32.3 and 32.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

32.2. Non-Political Event

- a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Manufacturing Unit or Maintenance Depots);
- b) strikes or boycotts (other than those involving the Technology Partner, Sub- contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 32.3;
- c) any failure or delay of a Sub-Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Technology Partner by or on behalf of such Sub-Contractor;
- d) any delay or failure of an overseas contractor to deliver rolling stock equipment in India if such delay or failure is caused outside India by any event specified in Sub- clause (a) above and which does not result in any offsetting compensation being payable to the Technology Partner by or on behalf of such contractor;
- e) any judgement or order of any court of competent jurisdiction or statutory authority made against the Technology Partner in any proceedings for reasons other than (i) failure of the Technology Partner to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Government;

- f) the discovery of geological conditions, toxic contamination or archaeological remains on the Site for Manufacturing Unit or Maintenance Depots that could not reasonably have been expected to be discovered through a site inspection; or
- g) any event or circumstances of a nature analogous to any of the foregoing.

32.3. Indirect Political Event

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

- a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- c) any civil commotion, boycott or political agitation which prevents production and assembly of Trains by the Technology Partner for an aggregate period exceeding 15 (fifteen) days in an Accounting Year;
- d) failure of the Government to permit the Technology Partner to continue the operation of the Project works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;
- e) any failure or delay of a Sub-Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Technology Partner by or on behalf of such Sub-Contractor;
- f) any Indirect Political Event that causes a Non-Political Event; or
- g) any event or circumstances of a nature analogous to any of the foregoing.

32.4. Political Event

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

- a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 39 and its effect, in financial terms, exceeds the sum specified in Clause 39.1;

- b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Technology Partner or of the Sub-contractors;
- c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Technology Partner or any of the Sub-contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Technology Partner's or any Sub-contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;
- d) any failure or delay of a Sub-Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Technology Partner by or on behalf of such Sub-Contractor; or
- e) any event or circumstance of a nature analogous to any of the foregoing.

32.5. Duty to report Force Majeure Event

- 32.5.1. Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:
 - a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 32 with evidence in support thereof;
 - b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
 - c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
 - d) any other information relevant to the Affected Party's claim.
- 32.5.2. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
- 32.5.3. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports

containing information as required by Clause 32.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

32.6. Effect of Force Majeure Event on the Agreement

32.6.1. Upon the occurrence of any Force Majeure Event:

a) whereupon the Technology Partner is unable to supply Trains despite making best efforts or it is directed by the Government to suspend the manufacture thereof during the subsistence of such Force Majeure Event, the Supply Programme and the Agreement Period shall be extended by a period, equal in length to the period during which the Technology Partner was prevented from manufacturing Trains on account thereof; or

b) after the commencement of the Maintenance Period, whereupon the Technology Partner is unable to undertake its Maintenance Obligations with respect to any or all of the Trains despite making best efforts or it is directed by the Government to suspend the maintenance services thereof during the subsistence of such Force Majeure Event, the Maintenance Period for any or all of the affected Trains and the Agreement Period shall be extended by a period, equal in length to the period during which the Technology Partner was prevented from undertaking its Maintenance Obligations on account thereof.

32.7. Allocation of costs arising out of Force Majeure

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

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

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

b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Technology Partner, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Government to the Technology Partner; and

c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Government to the Technology Partner.

For the avoidance of doubt, Force Majeure Costs may include O&M Expenses and all other costs directly attributable to the Force Majeure Event, but shall not include loss of income or debt repayment obligations, if any, of the Technology Partner.

- 32.7.3. Save and except as expressly provided in this Article 32, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

32.8. Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 32, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

32.9. Termination Payment for Force Majeure Event

- 32.9.1. If Termination is on account of a Non-Political Event, the Government shall not make any Termination Payment to the Technology Partner.
- 32.9.2. If Termination is on account of an Indirect Political Event, the Government shall make a Termination Payment to the Technology Partner in an amount equal to 70% (seventy percent) of the Net Residual Value of all Project Assets provided by the Technology Partner less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Termination Payment.
- 32.9.3. If Termination is on account of a Political Event, the Government shall make a Termination Payment to the Technology Partner in an amount that would be payable as if it were a Government Default as per Article 35.

32.10. Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure as provided for under Article 42 of the present contract; provided that the

burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

32.11. Excuse from performance of obligations

32.11.1. 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:

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

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

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

32.11.2. The Parties agree that the Technology Partner shall develop alternate or standby arrangements for provision of goods and services in accordance with Good Industry Practice and failure on this account shall not excuse the Technology Partner from performance of its obligations hereunder.

32.12. Relief for Unforeseen Events

32.12.1. Upon occurrence of an unforeseen event, situation or similar circumstances not contemplated or referred to in this Agreement, and which could not have been foreseen by a prudent and diligent person (the "Unforeseen Event"), any Party may by notice inform the other Party of the occurrence of such Unforeseen Event with the particulars thereof and its effects on the costs, expense and revenues of the Project. Within 15 (fifteen) days of such notice, the Parties shall meet and make efforts in good faith to determine if such Unforeseen Event has occurred, and upon reaching agreement on occurrence thereof, deal with it in accordance with the provisions of this Clause 32.12.

32.12.2. Upon determination of the occurrence of an Unforeseen Event, the Parties shall make a reference for Dispute Resolution Mechanism.

33. Article 33. Compensation for breach of Agreement

33.1. Compensation for default by the Technology Partner

Subject to the provisions of Clause 33.5, in the event of the Technology Partner being in material default or breach of this Agreement, it shall pay to the Government by way of compensation, all direct costs suffered or incurred by the Government as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 33.1 for any material default or breach in respect of which Damages are expressly specified and payable under this Agreement.

33.2. Compensation for default by the Government

Subject to the provisions of Clause 33.5, in the event of the Government being in material default or breach of this Agreement at any time after the Appointed Date, it shall pay to the Technology Partner by way of compensation, all direct costs suffered or incurred by the Technology Partner as a consequence of such material default or breach within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include O&M Expenses and all other costs directly attributable to such material default but shall not include loss of income or debt repayment obligations or other consequential losses.

33.3. Extension of Agreement Period

In the event that a material default or breach of this Agreement set forth in Clause 33.2 causes delay in complying with the Supply Programme, the Government shall, in addition to payment of compensation under Clause 33.2, extend the Supply Period and the Agreement Period, such extension being equal in duration to the period by which the Supply Programme was delayed or the manufacturing of Trains remained suspended on account thereof, as the case may be.

33.4. Compensation to be in addition

Compensation payable under this Article 33 shall be in addition to, and without prejudice to, the other rights and remedies of the Parties under this Agreement including Termination thereof.

33.5. Mitigation of costs and damage

The affected Party shall endeavour at its level best to raise genuine and bonafide claims and shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

34. Article 34.Suspension of Technology Partner's Rights

34.1. Suspension upon Technology Partner Default

Upon occurrence of a Technology Partner Default, the Government shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Technology Partner under this Agreement including the Technology Partner's right to receive Maintenance Fee, and other payments pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the Government to the Technology Partner and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice.

34.2. Government to act on behalf of Technology Partner

- 34.2.1. During the period of Suspension, the Government may, at its option and at the risk and cost of the Technology Partner, remedy and rectify the cause of Suspension. The Government shall, on behalf of the Technology Partner, appropriate the Maintenance Fee and other revenues under and in accordance with this Agreement and deposit the same in an account to be opened by the Government's nominee for this purpose. The Government shall be entitled to make withdrawals from such account for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and for defraying the expenses on maintenance of Trains.
- 34.2.2. During the period of Suspension hereunder, all assets and liabilities in relation to the maintenance of Trains, shall continue to vest in the Technology Partner in accordance with the provisions of this Agreement and all things done or actions taken, including expenditure incurred by the Government for discharging the obligations of the Technology Partner under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Technology Partner and the Technology Partner undertakes to indemnify the Government for all costs incurred during such period. The Technology Partner hereby licenses and sub-licenses respectively, the Government or any other person authorised by it under Clause 34.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Technology Partner for and in respect of operation and maintenance of Trains.

34.3. Revocation of Suspension

- 34.3.1. In the event that the Government shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the

Suspension forthwith and restore all rights of the Technology Partner under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Government may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

- 34.3.2. Upon the Technology Partner having cured the Technology Partner Default within a period not exceeding 90 (ninety) days from the date of Suspension, the Government shall revoke the Suspension forthwith and restore all rights of the Technology Partner under this Agreement. For the avoidance of doubt, the Government shall provide access to the Manufacturing Unit, Maintenance Depots, Trains and Washing Lines, as the case may be, to enable the Technology Partner to cure the Technology Partner Default hereunder.

34.4. Termination

- 34.4.1. At any time during the period of Suspension under this Article 34, the Technology Partner may by notice require the Government to revoke the Suspension and issue a Termination Notice. The Government shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 35 as if it is a Technology Partner Default under Clause 35.1.
- 34.4.2. Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder, the Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Government upon occurrence of a Technology Partner Default.

35. Article 35. Termination

35.1. Termination for Technology Partner Default

35.1.1. Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Technology Partner fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 120 (one hundred and twenty) days, the Technology Partner shall be deemed to be in default of this Agreement (the “**Technology Partner Default**”), unless the default has occurred as a result of any breach of this Agreement by the Government or due to Force Majeure. The defaults referred to herein shall mean and include the following:

- a) The Performance Security or the Maintenance Security, as the case may be, has been encashed and appropriated in accordance with Clause 9.2 or Clause 24.2, as the case may be and the Technology Partner fails to replenish or provide fresh Performance Security or Maintenance Security, as the case may be, within a Cure Period of 15 (fifteen) days;
- b) subsequent to the replenishment or furnishing of fresh Performance Security or the Maintenance Security, as the case may be, in accordance with Clause 9.2 or Clause 24.2, as the case may be, the Technology Partner fails to cure, within a Cure Period of 120 / **90** (one hundred and twenty / Ninety) days, the Technology Partner Default for which whole or part of the Performance Security or Maintenance Security was appropriated;
- c) the Technology Partner fails to supply the Prototype within a Cure Period of 270 (two hundred and seventy) days after expiry of the period specified in Clause 13.3;
- d) the Technology Partner abandons or manifests intention to abandon the upgradation or operation of the Manufacturing Unit or Maintenance- Depots without the prior written consent of the Government;
- e) the Technology Partner is in breach of the Maintenance Obligations or the Safety Requirements, as the case may be;
- f) the average Availability of the Fleet, in any Year, is 85% (eighty-five per cent) or less and fails to improve above such 85% (eighty-five per cent) during the succeeding Year; provided that the provisions of this Sub-clause (f) shall not apply for the first and second Years of the Supply Period;
- g) the Technology Partner supplies less than 50% of the Trains as specified in the Supply Programme in 2 (two) successive Years;
- h) the Technology Partner has failed to make any payment to the Government within the period specified in this Agreement;

- i) a breach of any of the Project Agreements by the Technology Partner has caused a Material Adverse Effect;
- j) the Technology Partner creates any Encumbrance in breach of this Agreement;
- k) the Technology Partner repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- l) the Technology Partner {substitutes or drops a Consortium Member in breach of the provisions of Clause 5.3} or {undertakes a Change in Ownership in breach of the provisions of Clause 5.3A}. The alternate provision will apply in case the Technological Member is an SPV.
- m) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Technology Partner under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Technology Partner, and such transfer causes a Material Adverse Effect;
- n) an execution levied on any of the assets of the Technology Partner has caused a Material Adverse Effect;
- o) the Technology Partner is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Technology Partner or for the whole or material part of its assets that has a material bearing on the Project;
- p) the Technology Partner has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Government, a Material Adverse Effect;
- q) a resolution for winding up of the Technology Partner is passed, or any petition for winding up of the Technology Partner is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Technology Partner is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Technology Partner are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Technology Partner under this Agreement and the Project Agreements; and provided that:
 - i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

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

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

r) any representation or warranty of the Technology Partner herein contained which is, as of the date hereof, found to be materially false or the Technology Partner is at any time hereafter found to be in breach thereof;

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

t) the Technology Partner has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement;

u) the Technology Partner issues a Termination Notice in violation of the provisions of this Agreement; or

v) the Technology Partner commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Government and the Technology Partner fails to cure such default in a Cure Period of 240 (two hundred and forty) days.

35.1.2. Without prejudice to any other rights or remedies which the Government may have under this Agreement, upon occurrence of a Technology Partner Default, the Government shall be entitled to terminate this Agreement by issuing a Termination Notice to the Technology Partner; provided that before issuing the Termination Notice, the Government shall by a notice inform the Technology Partner of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Technology Partner to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

35.2. Termination for Government Default

35.2.1. In the event that any of the defaults specified below shall have occurred, and the Government fails to cure such default within a Cure Period of 120 (one hundred and twenty) days or such longer period as has been expressly provided in this Agreement, the Government shall be deemed to be in default of this Agreement (the "**Government Default**") unless the default has occurred as a result of any breach of this Agreement by the Technology Partner or due to Force Majeure. The defaults referred to herein shall mean and include the following:

- a) The Government commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Technology Partner;
- b) the Government has failed to make any payment to the Technology Partner within the period specified in this Agreement; or
- c) the Government repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

35.2.2. Without prejudice to any other right or remedy which the Technology Partner may have under this Agreement, upon occurrence of a Government Default, the Technology Partner shall be entitled to terminate this Agreement by issuing a Termination Notice to the Government; provided that before issuing the Termination Notice, the Technology Partner shall by a notice inform the Government of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Government to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

35.3. Termination Payment

- 35.3.1. Upon Termination on account of a Technology Partner Default, the Government shall pay to the Technology Partner by way of a Termination Payment, an amount equal to 30% (thirty per cent) of the Net Residual Value of all Project Assets provided by the Technology Partner.
- 35.3.2. Upon Termination on account of a Government Default, the Government shall pay to the Technology Partner, by way of Termination Payment, the sum of: (a) an amount equal to 130% (one hundred and thirty per cent) of the Net Residual Value of all Project Assets provided by the Technology Partner and (b) 10% (ten per cent) of the Train Price of minimum number of Trains due to be supplied by the Technology Partner in accordance with Clause 15.1 of this Agreement for and in respect of a period of 1 (one) year from the Transfer Date or 10% of the Maintenance Fee of the Trains due for Maintenance for and in respect of a period of 1 (one) year from the Transfer Date or both as applicable.
- 35.3.3. Termination Payment shall become due and payable to the Technology Partner within 30 (thirty) days of a demand being made by the Technology Partner to the Government with the necessary particulars, and in the event of any delay, the Government shall pay interest at a rate equal to 5% (five per cent) above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days; provided further that liability of the Government to make the Termination Payment hereof is subject to the fulfilment of the Divestment Requirements in accordance with Article 36 of this Agreement. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Government of its payment obligations in respect thereof hereunder.

- 35.3.4. Upon Termination on expiry of the Agreement Period by efflux of time, no Termination Payment shall be due and payable to the Technology Partner; provided that in the event any assets and equipment at the Maintenance Depot, essential for the efficient, economic and safe operation of the Trains, are acquired and installed within 3 (three) years of the expiry of the Agreement Period, with prior written consent of the Government, which consent shall not be unreasonably denied, a Termination Payment equal to 80% (eighty percent) of the Depreciated Value of such assets and equipment shall, notwithstanding the provisions of Clause 35.4, be made by the Government to the Technology Partner.
- 35.3.5. Notwithstanding anything to the contrary in this Agreement, but subject to the provisions of Clause 35.3.4, in the event any assets and equipment at the Depot, essential for the efficient, economic and safe operation of the Trains, shall have been acquired and installed within 3 (three) years of the expiry of the Agreement Period, with prior written consent of the Government, which consent shall not be unreasonably denied, a sum equal to 80% (eighty per cent) of the Depreciated Value thereof shall be included in Termination Payment.
- 35.3.6. The Technology Partner expressly agrees that Termination Payment under this Article 35 shall constitute a full and final settlement of all claims of the Technology Partner on account of Termination of this Agreement for any reason whatsoever and that the Technology Partner or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

35.4. Certain limitations on Termination Payment

Termination Payment, due and payable under this Agreement, shall at no time exceed Rs 400 crore (Rupees four hundred crore).

35.5. Other rights and obligations of the Government

Upon Termination for any reason whatsoever, the Government shall:

- a) take possession and control of the operation of Manufacturing Unit and Maintenance Depots forth with;
- b) take possession and control of all materials, stores, implements, plants and equipment on or about the Manufacturing Unit and Maintenance Depots;
- c) be entitled to restrain the Technology Partner and any person claiming through or under the Technology Partner from entering upon the Manufacturing Unit and Maintenance- Depots or any part of the Government premises;

d) require the Technology Partner to comply with the Divestment Requirements set forth in Clause 36.1; and

e) succeed upon election by the Government, without the necessity of any further action by the Technology Partner, to the interests of the Technology Partner under such of the Project Agreements as the Government may in its discretion deem appropriate, and shall upon such election be liable to the Sub-contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Government elects to succeed to the interests of the Technology Partner. For the avoidance of doubt, the Technology Partner acknowledges and agrees that all sums claimed by such Sub-contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Technology Partner and such Sub-contractors, and the Government shall not in any manner be liable for such sums. It is further agreed that in the event the Government elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Government for this purpose shall be deducted from the Termination Payment.

35.6. Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 35.3.6, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

36. Article 36.Divestment of Rights and Interest

36.1. Divestment requirements

- 36.1.1. Upon completion of the Supply Period / **Maintenance period** or Termination or expiry of the Agreement Period, as the case may be, the Technology Partner shall comply with and conform to the following divestment requirements (the “Divestment Requirements”), no later than 15 (fifteen) days from the respective Divestment Date:
- a) Handover all project assets along with the infrastructure and all facilities, equipment and systems therein, free and clear of all encumbrances.
 - b) cure all Trains of all defects and deficiencies so that the Trains are compliant with the Maintenance Obligations; provided that if such defects and deficiencies have arisen on account of accident, vandalism, arson, riot or natural calamity occurring no earlier than 120 (one hundred and twenty) days prior to such Termination or expiry of the Agreement Period, the Government shall grant to the Technology Partner such additional time, not exceeding 240 (two hundred forty) days, as may be reasonably required for repair and rectification thereof;
 - c) cure all the Project-Assets at the Manufacturing Unit, Maintenance Depots and Washing Lines facilities under Technology Partner’s control of any defect or deficiency such that it can continue to be used efficiently and economically in accordance with Good Industry Practice;
 - d) deliver and transfer relevant records, reports and Intellectual Property pertaining to the Trains and the Maintenance Depots including all software and manuals pertaining thereto, and complete ‘as built’ Drawings as on the Transfer Date so as to enable the Government to operate and maintain the Trains. For the avoidance of doubt, the Intellectual Property shall be adequate and complete for the operation and maintenance of the Trains and shall be assigned or licensed to the Government free of any Encumbrance;
 - e) transfer and/or deliver all Applicable Permits, if any, in respect of the Manufacturing Unit, Maintenance Depots and Trains, to the extent permissible under Applicable Laws;
 - f) execute such deeds of conveyance, documents and other writings as the Government may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Technology Partner in respect of the outstanding insurance claims to the extent due and payable to the Government; and
 - g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Technology Partner in the Trains, Insurance Cover, Manufacturing Unit, Maintenance

Depots and Washing Line facilities, free from all Encumbrances, absolutely unto the Government or to its nominee. That the TP shall also submit a No-encumbrance certificate to that effect and will also execute an Assignment deed in favour of the Government at the time of handing over.

- 36.1.2. Subject to the exercise by the Government of its rights under this Agreement or any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Technology Partner, the Parties shall continue to perform their obligations under this Agreement notwithstanding the giving of any Termination Notice until the Termination of this Agreement becomes effective in accordance with its terms.

36.2. Inspection and cure

Not earlier than 90 (ninety) days before Termination but not later than 15 (fifteen) days before the effective date of such Termination, the Government shall verify, after giving due notice to the Technology Partner specifying the time, date and place of such verification and/or inspection, compliance by the Technology Partner with the Maintenance Obligations, and if required, cause appropriate tests to be carried out at the Technology Partner's cost for this purpose. The Technology Partner shall at its own cost and expense, cure defaults if any, in the Maintenance Obligations and the provisions of Article 37 shall apply, mutatis mutandis, in relation to curing of defects or deficiencies under this Article 36.

36.3. Cooperation and assistance on handover

- 36.3.1. The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project Assets specified in Clause 36.1.1, in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the users, other members of the public or the lawful occupiers of any part of the Manufacturing Unit, Maintenance Depot Sites and Washing Lines
- 36.3.2. The Parties shall provide to each other, 9 (nine) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Technology Partner shall further provide such reasonable advice and assistance as the Government, its company or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

36.4. Vesting Certificate

The divestment of all rights, title and interest in the assets specified in Clause 36.1.1 shall be deemed to be complete on the date on which all of the Divestment Requirements have been

fulfilled, and the Government shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-J (the "Vesting Certificate"), which will have the effect of constituting evidence of divestment by the Technology Partner of all of its rights, title and interest in such assets, and their vesting in the Government pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Government or its nominee on, or in respect of, the Trains, Manufacturing Unit and Maintenance Depots on the footing that all Divestment Requirements have been complied with by the Technology Partner..

36.5. Other provisions

- 36.5.1. In the event of any dispute relating to matters covered by and under this Article 36, the Dispute Resolution Procedure as detailed below under Article 42 of the present contract, shall apply.
- 36.5.2. Upon Termination, the provisions of this Article 36 shall apply *mutatis mutandis* to the grant of license in respect of the use of the know-how of maintenance of Trains and the operations in the Maintenance Depots by the Government ("Transfer of Technology").
- 36.5.3. The Technology Partner shall procure that each of the agreements for procurement of components, equipment, sub-systems and systems for maintenance of Trains contains provisions that entitle the Government to step into such agreement, in its sole discretion, in substitution of the Technology Partner in the event of Termination. For the avoidance of doubt, it is expressly agreed that in the event the Government does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the aforesaid agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Government and the agreements shall expressly provide for such eventuality. The Technology Partner expressly agrees to include the aforesaid covenant in all its agreements for procurement of components, equipment, sub-systems and systems for maintenance of Trains and undertakes that it shall, in respect of each of the aforesaid agreements, procure and deliver to the Government an acknowledgment and undertaking, in a form acceptable to the Government, from the counter party(s) of each of the aforesaid agreements, whereunder such counter party(s) shall acknowledge and accept the covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Government in the event of Termination.
- 36.5.4. The Technology Partner shall transfer and/or deliver all Applicable Permits in respect of the Manufacturing Unit, Maintenance Depots and Washing Lines to the extent permissible under Applicable Laws.

37. Article 37. Defects Liability after Termination

37.1. Liability for defects after Termination

The Technology Partner shall be responsible for all defects and deficiencies in the Trains and Project Assets, for a period of 180 (one hundred and eighty) days after Termination (the “**Defect Liability Period Post Termination**”), and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Government in the Trains during the aforesaid period. In the event that the Technology Partner fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Government in this behalf, the Government shall be entitled to get the same repaired or rectified at the Technology Partner’s risk and cost so as to make the Trains conform to the Maintenance Obligations. All costs incurred by the Government hereunder shall be reimbursed by the Technology Partner to the Government within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Government shall be entitled to recover the same from the Technology Partner. For the avoidance of doubt, the Parties expressly agree that if the Maintenance Period of a Train shall have expired prior to Termination, the provisions of this Clause 37.1 shall not apply to that Train.

PART VI

Other Provisions

38. Article 38. Assignment and Charges

38.1. Restrictions on assignment and charges

- 38.1.1. Subject to Clause 38.2, this Agreement shall not be assigned by the Technology Partner to any person, save and except with the prior consent in writing of the Government, which consent the Government shall be entitled to decline without assigning any reason.
- 38.1.2. Subject to the provisions of Clause 38.2, the Technology Partner shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Technology Partner is a party except with prior consent in writing of the Government, which consent the Government shall be entitled to decline without assigning any reason.

38.2. Permitted assignment and charges

The restraints set forth in Clause 38.1 shall not apply to:

- a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Technology Partner;
- b) liens or encumbrances required by any Applicable Law.

38.3. Assignment to IRFC

Without prejudice to the provisions of this Agreement, the Government may, in its discretion, assign any or all Trains to the Indian Railway Finance Corporation (the “**IRFC**”) or any other financing agency for the purposes of making payment of the Train Price to the Technology Partner and for leasing out the Trains to the Government on terms to be agreed between the Government and such financing agency. Notwithstanding any such assignment or leasing, the rights and obligations of the Parties under this Agreement shall continue to remain as if such assignment or leasing has not been undertaken.

39. Article 39.Change in Law

39.1. Increase in costs

If as a result of Change in Law, the Technology Partner suffers an increase in costs or reduction in net after-tax return or other financial burden related to this project, the aggregate financial effect of which exceeds Rs 5 crore (Rupees five crore) in any Accounting Year, the Technology Partner may so notify the Government and propose amendments to this Agreement so as to place the Technology Partner in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased cost, reduction in return or other financial burden as aforesaid. Upon notice by the Technology Partner, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Technology Partner may by notice require the Government to pay an amount that would place the Technology Partner in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Government shall pay the amount specified therein; provided that if the Government shall dispute such claim of the Technology Partner, the same shall be settled in accordance with the Dispute Resolution Procedure as detailed below under Article 42 of the present contract. For the avoidance of doubt, it is agreed that this Clause 39.1 shall be restricted to changes in law directly affecting the Technology Partner's costs of performing its obligations under this Agreement.

39.2. Reduction in costs

If as a result of Change in Law, the Technology Partner benefits from a reduction in costs or increase in net after-tax return or other financial gains, related to this project the aggregate financial effect of which exceeds Rs 5 crore (Rupees five crore) in any Accounting Year, the Government may so notify the Technology Partner and propose amendments to this Agreement so as to place the Technology Partner in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Government, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement.

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Government may by notice require the Technology Partner to pay an amount that would place the Technology Partner in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Technology Partner shall pay the amount specified therein to the Government; provided that if the Technology Partner shall dispute such claim of the

Government, the same shall be settled in accordance with the Dispute Resolution Procedure as detailed below under Article 42 of the present contract. For the avoidance of doubt, it is agreed that this Clause 39.2 shall be restricted to changes in law directly affecting the Technology Partner's costs of performing its obligations under this Agreement.

39.3. Protection of NPV

Pursuant to the provisions of Clauses 39.1 and 39.2 and for the purposes of placing the Technology Partner in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavour to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to Bank Rate plus 5% (five per cent) as applicable on the date on which such Change of Law notice has been served.

39.4. Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 39 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than 1 (one) year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

39.5. Revision of Train Price

Notwithstanding anything to the contrary contained in this Agreement, the Government shall not in any manner be liable to reimburse to the Technology Partner any sums on account of a Change in Law if the same are recoverable as a part of the Train Price or in any other manner.

40. Article 40.Liability and Indemnity

40.1. General indemnity

- 40.1.1. The Technology Partner shall indemnify, defend, save and hold harmless the Government and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the “Government Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Technology Partner of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Technology Partner to the Government or to any person or from any negligence of the Technology Partner under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Government Indemnified Persons.
- 40.1.2. The Government shall indemnify, defend, save and hold harmless the Technology Partner against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of breach by the Government of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Technology Partner of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Technology Partner, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Technology Partner.

40.2. Indemnity by the Technology Partner

- 40.2.1. Without limiting the generality of Clause 40.1, the Technology Partner shall fully indemnify, hold harmless and defend the Government and the Government Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
- a) failure of the Technology Partner to comply with Applicable Laws and Applicable Permits;
 - b) payment of taxes required to be made by the Technology Partner in respect of the income or other taxes of its Sub-contractors, suppliers and representatives; or

c) non-payment of amounts due as a result of materials or services furnished to the Technology Partner or any of its sub-contractors which are payable by the Technology Partner or any of its sub-contractors.

40.2.2. Without limiting the generality of the provisions of this Article 40, the Technology Partner shall fully indemnify, hold harmless and defend the Government Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Government 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 Technology Partner or by its Sub-contractors in performing the Technology Partner's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Technology Partner shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Manufacturing Unit, Maintenance Depots, Washing Lines or Trains, as the case may be, or any part thereof or comprised therein, are held to constitute an infringement and their use is permanently enjoined, the Technology Partner shall promptly make every reasonable effort to secure for the Government a licence, at no cost to the Government, authorising continued use of the infringing work. If the Technology Partner is unable to secure such licence within a reasonable time, the Technology Partner 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 part or process, or modify the same so that they become non-infringing.

NOTICE AND CONTEST OF CLAIMS

40.3. In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 40 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

40.4. Defence of claims

40.4.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 40, the

Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the 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 defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, 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.

40.4.2. If the Indemnifying Party has exercised its rights under Clause 40.3, 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).

40.4.3. If the Indemnifying Party exercises its rights under Clause 40.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

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

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

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

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

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

ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 40.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

40.5. No consequential claims

Notwithstanding anything to the contrary contained in this Article 40, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, arising out of or due to the present agreement except in cases wherein the same is provided in this agreement.

40.6. Limitation of Liability

- 40.6.1. Except as provided otherwise in this Agreement, the liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement shall not exceed Rs 400 crore (Rupees four hundred crore). For the avoidance of doubt, the limitation hereunder shall not apply to any Damages whose rate is specifically indicated in this Agreement.
- 40.6.2. Except as otherwise provided in this Agreement, neither Party shall be liable to the other Party for any loss of profit or for any other indirect or consequential damages or losses that may be suffered in connection with this Agreement.

40.7. Survival on Termination

The provisions of this Article 40 shall survive Termination

41. Article 41.{Intentionally left blank}

42. Article 42. Dispute Resolution

42.1. Dispute Resolution

- 42.1.1 Any dispute, difference or controversy of whatever nature, howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 42.2.
- 42.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all nonprivileged records, information and data pertaining to any Dispute.

42.2 Conciliation and DAB

42.2.1 Conciliation

In the event of any Dispute between the Parties, either Party may call upon a designated official appointed by the Authority for the said purpose to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by such person or without the intervention of such person, either Party may require such Dispute to be referred to the Principal Chief Mechanical Engineer, Integral Coach Factory, Chennai-38. and the Chairman/MD of the Board of Directors of the Technology Partner for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference, to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 42.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to the Dispute Adjudication Board (“**DAB**”) in accordance with the provisions of Clause 42.2.2.

42.2.2 Dispute Adjudication Board (DAB)

The functioning of DAB shall generally be governed by Railway Board Master policy for Dispute Redressal Mechanism issued vide Letter No.2009/CE-I/CT/14/Main dated 06.05.2026.

42.2.2.1 Constitution of the DAB

- a) Any Dispute/s if not settled as per Clause 42.2.1 above, shall be referred to the DAB.
For the purposes of this Agreement: (A) during the Supply Period i.e. till the

Acceptance of the last Intercity Rake by the Authority as per this Agreement, any reference to the DAB shall mean a reference to the Supply Period DAB, where the "Supply Period DAB" shall comprise of 3 (three) members, out of which the Technology Partner and the Authority shall each nominate 1 (one) member and upon appointment of the 2 (two) members as aforesaid, such 2 (two) members so appointed shall jointly appoint the third member, in agreement with the Parties, who shall act as the presiding member for such DAB. The Parties shall ensure and procure that the Supply Period DAB shall be formed/appointed forthwith and no later than 90 (ninety) days of the Appointed Date of this Agreement; and (B) post the Supply Period i.e. post the Acceptance of the last Intercity Rake by the Authority as per this Agreement, any reference to the DAB shall mean a reference to the Maintenance Period DAB, where the "Maintenance Period DAB" shall comprise of 3 (three) members, out of which the Technology Partner and the Railway shall each nominate 1 (one) member and upon appointment of the 2 (two) members as aforesaid, such 2 (two) members so appointed shall jointly appoint the third member, in agreement with the Technology Partner and Railway, who shall act as the presiding member for such DAB. The Parties shall ensure and procure that the Maintenance Period DAB shall be formed/appointed forthwith and no later than 90 (ninety) days from the date of Acceptance of the last Intercity Rake by the Authority as per this Agreement, and if the Parties fail to make such appointment/nomination, then the nomination/appointment to the Supply Period DAB shall accordingly continue for the Maintenance Period DAB for this Agreement. For this purpose, a panel of eligible members shall be maintained by the Authority, and the members nominated by the Parties shall be from this panel.

- b) Any reference to "DAB" under this Agreement shall mean and include a reference to the Supply Period DAB and/or the Maintenance Period DAB, as the context may require.
- c) Before start of DAB proceedings, each DAB member shall give the following certificate to the Authority/Railway and the Technology Partner:

"I have no past or present relationship in relation to the subject matter of the Dispute, whether financial, business, professional or other kind. Further, I have no past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."

42.2.2.2 Costs and Expenses of the DAB

The costs and expenses of the DAB, including fees of any such expert, shall be shared equally between the disputing Parties, with the Authority/Railway bearing fifty percent (50%) of such costs and expenses, and the Technology Partner bearing fifty percent (50%) of such costs and expenses.

42.2.2.3 Replacement of DAB Member

If at any time, the concerned Parties so agree, they may appoint a suitably qualified person or persons to replace any one or more members of the DAB as per the procedure set out herein. Unless the Parties agree otherwise, a replacement member shall be appointed if a member declines to act or is unable to act as a result of refusal, death, illness, disability, resignation or termination of appointment. The replacement member shall be appointed in the same manner as the replaced member was required to have been selected or agreed. It is clarified that the replacement of any or all members of the DAB can only be made with the agreement of the concerned Parties, and not be one Party acting alone.

42.2.2.4 Duration of DAB:

- a) In case of Termination of the Agreement as per Clause 35.1, the Supply Period DAB or the Maintenance Period DAB, as the case may be shall cease to exist 244 (two hundred and forty four) days after the Termination of the Agreement or 28 (twenty eight) days after DAB has given its decision on all Disputes referred to it, whichever is later.
- b) The appointment of any member may be terminated by mutual agreement of both concerned Parties, but not by the Authority/Railway or the Technology Partner acting alone.

42.2.2.5. Proceedings and Decision of the DAB:

- a) The DAB proceedings shall be conducted as per procedure decided by the DAB. The DAB shall give its decision within 90 (ninety) days of a Dispute being referred to it by any of the concerned Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the Agreement. This time limit shall be extendable subject to the mutual agreement of the concerned Parties.
- b) In case any Party is not satisfied by the decision of the DAB, then the aggrieved Party may refer the Dispute(s) to arbitration, in accordance with Clause 42.3.
- c) No Dispute shall be referred to arbitration unless the same has been referred to the DAB for adjudication. However, in case DAB cannot be formed due to any reason or the DAB cannot decide the Dispute within the timelines aforesaid, the Dispute may be referred by any of the Parties, to arbitration, in accordance with Clause 42.3.
- d) Once the decision is given by the DAB, the DAB cannot review its decision suo moto or on the request of any Party, unless all Parties agree for review of the decision by DAB.
- e) In case DAB's decision is not challenged by any Party and the Dispute has not been referred to arbitration by either Party within 180 (one hundred eighty) days

of receipt of such decision, the decision shall be considered as final and binding on the Parties and Parties would be barred for referring the same to Arbitral Tribunal for adjudication.

- f) The obligation of the Authority/Railway and the Technology Partner shall not be altered by reasons of the Dispute(s) being or under reference to DAB.
- g) The DAB shall conduct the proceedings at any convenient venue in Chennai which shall be decided by it in consultations with Parties.
- h) Except as provided under this Article 42, the Parties shall not approach any Court of Law for settlement of such Disputes or differences unless an attempt has first been made by the Parties to settle such Disputes or differences through the DAB.

42.2.2.6. Challenge of DAB Member

In the specific cases of any misconduct by any of the members of the DAB, the concerned Parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking notice of such conduct may initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

- 42.2.2.7 For the purposes of this Article 42, it is clarified that Clauses 42.2.2.2 to 42.2.2.6 shall apply to both the Supply Period DAB and the Maintenance Period DAB, as the case may be.

42.3 Arbitration

- 42.3.1. Any Dispute which is not resolved by the DAB, or upon occurrence of any events enabling any Party to refer the Dispute to arbitration, as provided in Clause 42.3, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with this Clause 42.3. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi , (the “**Rules**”), and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications **or re-enactments** thereof and the Railway Board guidelines issued vide letter No. 2022/CE-I/CT/GCC-2022/POLICY dated 04.03.2025 or latest. The seat and place of such arbitration shall be New Delhi, and the language of the arbitration proceedings shall be English.
- 42.3.2. There shall be an arbitral tribunal comprising of 3 (three) arbitrators (“**Arbitral Tribunal**”), of whom each Party shall nominate one (during the Supply Period i.e. till the Acceptance of the last IntercityRake by the Authority as per this Agreement, the Authority (on behalf of itself and the Railway) shall nominate 1 (one) arbitrator and the Technology Partner shall nominate one arbitrator and post the Supply Period i.e. post the Acceptance of the last Intercity Rake by the Authority as per this Agreement, the Railway shall nominate 1 (one) arbitrator (on behalf of itself and the Authority), and

the Technology Partner shall nominate one arbitrator) and the third arbitrator ([Presiding Arbitrator](#)) shall be appointed by the two arbitrators so appointed, and in the event of disagreement between the two arbitrators, [the appointment shall be made by the concerned competent court](#)

- 42.3.3. The Arbitral Tribunal shall make a reasoned award (the “**Award**”) which shall be final and binding on the Parties as from the date it is made, and the Technology Partner and the Authority/Railway agree and undertake to carry out such Award without delay, subject to any legal remedy available under the Applicable Laws.
- 42.3.4. The Technology Partner and the Authority/Railway agree that an Award may be enforced against the Technology Partner and/or the Authority/Railway as the case may be, and their respective assets wherever situated.
- 42.3.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
- 42.4. {Intentionally kept blank}
- 42.5. Notwithstanding anything contained in this Agreement, in the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Technology Partner and the Authority or the Railway, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 42.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

43. Article 43.Disclosure

43.1. Disclosure of Specified Documents

The Technology Partner shall make available for inspection by any person, copies of this Agreement, the Maintenance Manual, the Safety Requirements and the Manual of Specifications and Standards (hereinafter collectively referred to as the “**Specified Documents**”), free of charge, during normal business hours on all working days at the Technology Partner’s Registered Office. The Technology Partner shall prominently display at the Manufacturing Unit, Maintenance Depots, public notices stating the availability of the Specified Documents for such inspection, and shall make copies of the same available to any person upon payment of copying charges on a ‘no profit no loss’ basis.

43.2. Disclosure of Documents relating to safety

The Technology Partner shall make available for inspection by any person copies of all Documents and data relating to safety of the Trains, free of charge, during normal business hours on all working days, at the Technology Partner’s Registered Office. The Technology Partner shall make copies of the same available to any person upon payment of copying charges on a ‘no profit no loss’ basis, except non-disclosure that affects national security, foreign relations, privacy, fiduciary capacity or ongoing investigations and is primarily governed under Section 8 of the Right to Information (RTI) Act, 2005. That the information furnished by the TP should be true and correct and neither dishonest nor misleading in nature and strictly guided under the aegis of the statutory provisions of the Right to Information Act, 2005. Any non-compliance to the provisions of Article 43.2 on the part of the TP may entail strict penal provisions applicable as per the law of the land.

43.3. Withholding disclosure of Protected Documents

Notwithstanding the provisions of Clauses 43.1 and 43.2, the Government shall be entitled to direct the Technology Partner, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 43.1 and 43.2, or portions thereof, the disclosure of which the Government is entitled to withhold under the provisions of the Right to Information Act, 2005.

44. Article 44. Redressal of Complaints

44.1. Complaints Register

- 44.1.1. The Technology Partner shall keep one register (the “**Complaint Register**”) in every Train for recording of complaints by drivers and maintenance staff. The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, substance of the complaint and the action taken by the Technology Partner. The Technology Partner shall also develop a Mobile Application along with backend software for processing/analyzing such complaints in electronic form and responses thereto.
- 44.1.2. Technology Partner shall develop suitable application for processing/analyzing passenger complaints registered on the Government’s designated app (presently ‘Rail Madad’) for this purpose.

44.2. Redressal of complaints

- 44.2.1. The Technology Partner shall inspect the Complaint Register of every Train along with the electronic complaints on Mobile Application before undertaking any Scheduled or Unscheduled Maintenance, as the case may be, and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly recorded by the Technology Partner in the Complaint Register/Mobile Application.
- 44.2.2. In the event that a complaint shall require an urgent response from the Technology Partner, the driver of a Train or any maintenance staff, as the case may be, shall inform the Maintenance Depot forthwith and upon receiving such complaint, the Technology Partner shall despatch its Prompt Response Team and take such other action as may be necessary.
- 44.2.3. Technology Partner shall provide access of the Mobile Application to the Government.
- 44.2.4. The Technology Partner shall prominently display its Helpline contact details in the driving cab and other locations for use by crew and passengers in case of requirement. The Technology Partner shall provide a robust mechanism to address all such complaints/grievances by taking suitable action on the same and providing feedback of the same to the concerned party. Details of all such complaints/grievances including the action taken shall be promptly shared with the Government.

45. Article 45.Miscellaneous

45.1. Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India.

Subject to the arbitration provisions contained in Article 42.3 of this Agreement:

- (a) the competent courts at Chennai shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement which are not subject to arbitration, including (without limitation) matters relating to tender evaluation, award of contract, pre-contractual disputes, and other non-arbitrable issues; and
- (b) the competent courts at New Delhi alone shall have exclusive jurisdiction in relation to all arbitration proceedings arising out of or in connection with this Agreement.

Notwithstanding anything contained in sub-clause (a) above, all applications, petitions, suits or proceedings relating to the arbitration, including but not limited to applications under Sections 9, 11, 14, 15, 34, 36, 37 and 42 of the Arbitration and Conciliation Act, 1996, and appeals arising therefrom, shall be filed only before the competent courts at New Delhi.

The parties expressly agree that the seat and place of arbitration shall be New Delhi, and that the competent courts at New Delhi shall have exclusive supervisory jurisdiction over all arbitration-related proceedings.

45.2. Waiver of immunity

Each Party unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether

by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

- c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

45.3. Delayed payments

- 45.3.1. The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 5% (five per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.
- 45.3.2. Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

45.4. Waiver

- 45.4.1. Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

- b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- c) shall not affect the validity or enforceability of this Agreement in any manner.

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

45.5. Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

- a) no review, comment or approval by the Government of any Project Agreement, Document or Drawing submitted by the Technology Partner nor any observation or inspection of the upgradation, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Technology Partner from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and
- b) the Government shall not be liable to the Technology Partner by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

45.6. Exclusion of implied warranties etc.

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

45.7. Survival

45.7.1. Termination shall:

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

45.7.2. All rights and obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination; provided, however, that all obligations of the Technology Partner in relation to licensing, sub-licensing, assignment or transfer of the specified Intellectual Property to the Government shall survive the Termination in perpetuity.

45.8. Entire Agreement

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

45.9. Severability

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

shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

45.10. No partnership

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

45.11. Third parties

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

45.12. Successors and assigns

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

45.13. Notices

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

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

{Attention:

Designation:
Address:
Fax No:
Email:}

- b) in the case of the Government, be given by facsimile or e-mail and by letter delivered by hand at the address given below and addressed to the person named below with a copy delivered to the Government Representative or such other person as the Government may from time to time designate by notice to the Technology Partner; provided that if the Technology Partner does not have an office in Chennai it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier;

{Name:
Designation:
Address:
Fax No:
Email:}; and

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

45.14. Language

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

45.15. Counterparts

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

45.16. Local Content Compliance and Penalties

- 45.16.1 Verification:** At the time of execution, the Technology Partner shall provide local content certification by a cost / chartered accountant in practice. If immediate certification is not possible during execution, the Technology Partner is permitted to provide said certificate within 21 (twenty-one) days of the last supply.
- 45.16.2 Penalty for Non-Compliance:** In the event the Technology Partner fails to meet the stipulated local content requirement, or if the supplier's category changes from Class-I to Class-II /Non-local or from Class-II to Non-local, a penalty of up to 10% (ten per cent) of the total Contract Value may be imposed.
- 45.16.3 Presumed Non-Compliance:** If the required CA/Cost Accountant certificate is not submitted within 21 (twenty-one) days from the date of last supply, it shall be presumed that the Technology Partner does not meet the local content requirement, and the penalty specified in Clause 45.16.2 shall apply.
- 45.16.4 Contract Continuity:** Notwithstanding the imposition of penalties for local content default, a contract once awarded shall not be terminated solely on the account of changing local content categories

46. Article 46.Definitions

46.1. Definitions

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

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

“Affected Party” shall have the meaning as set forth in Clause 32.1;

“Agreement” or **“Manufacturing-cum-Maintenance Agreement”** means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Agreement Period” means the period starting on and from the Appointed Date and ending on the Transfer Date;

“Applicable Laws” means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Train Price” shall have the meaning as set forth in Clause 25.1.2;

“Applicable Permits” means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the upgradation, operation and maintenance of the Manufacturing Unit, Maintenance Depots and Trains, as the case may be, during the subsistence of this Agreement;

“Appointed Date” means the date of this Agreement or an earlier date that the Parties may by mutual consent determine;

“Associate” or **“Affiliate”** means, in relation to either Party {and/or Consortium

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

“**Availability**” shall have the meaning as set forth in Clause 20.2.4;

“**Available Hours**” shall have the meaning as set forth in Clause 20.2.1;

“**Bank**” means a nationalised bank or a scheduled bank incorporated in India and having a minimum net worth of Rs 1,000 crore (Rupees one thousand crore). For the avoidance of doubt, scheduled bank shall mean a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934;

“**Bank Rate**” means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

“**Base Index Date**” means the last date of the month which shall have closed no later than 30 (thirty) days prior to the Bid Date;

“**Bid**” means the documents in their entirety comprised in the bid submitted by the {selected bidder/Consortium} in response to the tender in accordance with the provisions thereof and “**Bids**” shall mean the bids submitted by any of the bidders;

“**Bid Date**” means the last date on which the Bid may have been submitted in accordance with the provisions of the tender;

“**Bid Security**” means the security provided by the Technology Partner to the Government along with the Bid in accordance with the tender, and which is to remain in force until substituted by the Performance Security;

“**Car**” means a passenger car forming part of a Train;

“**CPIIW**” means the Consumer Price Index for Industrial Workers published by Labour Bureau, Government of India (Base Year 2016) and shall include any index which substitutes the CPIIW, and any reference to CPIIW shall, unless the context otherwise requires, be construed as a reference to the CPIIW published for the period ending with the preceding month;

“Change in Law” means the occurrence of any of the following after the Bid Date:

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

“Change of Scope” shall have the meaning as set forth in Clause 16.1.1;{“Consortium” shall have the meaning as set forth in Recital (C);}

{**“Consortium Member”** means a company specified in Recital (B) as a member of the Consortium;}

“Consumables” shall have the meaning as set forth in Clause 17.4.1;

“Contract” shall have the meaning set forth in Clause 3.1.1;

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

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

provided that if the cure of any breach by the Technology Partner requires any reasonable action by the Technology Partner that must be approved by the

Government hereunder, the applicable Cure Period shall be extended by the period taken by the Government to accord its approval;

"Damages" shall have the meaning as set forth in Sub-clause (y) of Clause 1.2.1;

"Maintenance /Depot Site" shall have the meaning as set forth in Clause 12.1.1;

"Depreciated Value" of a Project Asset shall mean the depreciated value of such asset by depreciating its initial book value, using straight line method (SLM), by applying annual depreciation rate calculated using service life as minimum of the following:

- i) as declared by the OEM of such project Asset;
- ii) as applicable as per the Companies Act/Income Tax Act; and
- iii) Supply Period in case of Project Assets installed at the Manufacturing Unit and Maintenance Period in case of Project Assets installed at the Maintenance Depots/Washing Lines.

"Designs" or **"Drawings"** means all of the drawings, designs, calculations and documents pertaining to the Trains as set forth in Schedule-E;

"Dispute" shall have the meaning as set forth in Clause 42.1.1;

"Dispute Resolution Procedure" means the procedure for resolution of Disputes as set forth in Article 42;

"Divestment Date" (i) in relation to divestment at Maintenance Depots and Washing Lines means the date of completion of the Maintenance Period of all Trains under this Agreement or termination of the Agreement by a Termination Notice whichever is earlier, and (ii) in relation to divestment at Manufacturing Unit means the date of completion of the Supply Period of all Trains under this Agreement or termination of the Agreement by a Termination Notice whichever is earlier;

"Divestment Requirements" means the obligations of the Technology Partner for and in respect of Termination as set forth in Clause 36.1.1;

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

“Emergency” means a condition or situation that is likely to endanger the security of the individuals on or about the Manufacturing Unit, Maintenance Depots or Trains, as the case may be, or which poses an immediate threat of material damage to any of the Project Assets;

“Encumbrances” means, in relation to the Manufacturing Unit, Maintenance Depots or Trains, as the case may be, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Manufacturing Unit, Maintenance Depots or Trains, as the case may be, where applicable herein;

“Epidemic Defect” shall have the meaning as set forth in Clause 17.13.1;

“Failure” shall have the meaning as set forth in Clause 17.6.2;

“Fleet” means and includes, for any Year, all Trains in respect of which the Technology Partner has Maintenance Obligations during that Year;

“Financing Agreements” means the agreements executed by the Technology Partner in respect of financial assistance to be provided by the Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of project;

“Force Majeure” or **“Force Majeure Event”** shall have the meaning ascribed to it in Clause 32.1;

“GOI” or **“Government”** means the Government of India;

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

“Government Default” shall have the meaning as set forth in Clause 35.2.1;

“Government Instrumentality” means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Manufacturing Unit, Maintenance Depots or Trains, as the case may be, or the performance of all or any of the services or obligations of the Technology Partner under or pursuant to this Agreement;

“Government Representative” means such person or persons as may be authorised in writing by the Government to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Government under this Agreement;

“Guaranteed Availability” shall have the meaning as set forth in Clause 20.2.5;

“Guaranteed Reliability” shall have the meaning as set forth in Clause 20.4.2;

“Helpline” shall have the meaning as set forth in Clause 17.10.4;

“IEC” means the International Electro-technical Commission;

“Indemnified Party” means the Party entitled to the benefit of an indemnity pursuant to Article 40;

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 40;

“Indirect Political Event” shall have the meaning as set forth in Clause 32.3;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the Technology Partner pursuant to Article 30, and includes all insurances required to be taken out by the Technology Partner under Clause 30.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“Intellectual Property” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, geographical

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

“Key Performance Indicators” shall have the meaning as set forth in Clause 20.1;

“LOA” or **“Letter of Award”** means the letter of award referred to in Recital (C);

“Lead Member” shall mean the lead member of the Consortium/SPV, and in the event, there is no Consortium/SPV, the Selected Bidder;

“Lenders” means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Technology Partner under any of the Financing Agreements for meeting the funding requirements of the project;

“Maintenance Fee” shall have the meaning as set forth in Clause 25.1.1;

“Maintenance Index” means the sum of:

- i. 15% (fifteen per cent) of CPIIW;
- ii. 12% (twenty per cent) of WPIMBM;
- iii. 4% (four per cent) of WPIMFMP;
- iv. 25% (twenty five per cent) of WPI;
- v. 9% (nine per cent) of WPIMCEOP;
- vi. 20% (twenty per cent) of WPIMEE; and
- vii. 15% (fifteen per cent) remaining constant as compared to the preceding revision, if any, of the Maintenance Index;

“Maintenance Inspection Report” shall have the meaning as set forth in Clause 19.3;

“Maintenance Manual” shall have the meaning ascribed to it in Clause 17.3;

“Maintenance Obligations” shall have the meaning as set forth in Clause 17.1.1;

“Maintenance Period” shall have the meaning as set forth in Clause 17.2.1;

“Maintenance Requirements” shall have the meaning as set forth in Clause 17.9;

“Maintenance Security” shall have the meaning as set forth in Clause 24.1.1;

“Manufacturing Unit” shall have the meaning as set forth in Clause 10.1;

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

“Net Residual Value” of all Project Asset shall mean, higher of (i) the Depreciated Value of all Project Assets provided by the Technology Partner and (ii) zero.

“Man-Month”: Means 26 (twenty-six) working days of 8 (eight) hours each for one individual staff member, used for the calculation of manpower compensation under Clause 22.2.2.

“Non-Available Hours” shall have the meaning as set forth in Clause 20.2.2;

“Non-Political Event” shall have the meaning as set forth in Clause 32.2;

“O&M” means maintenance of the Trains and includes all matters connected with or incidental to such maintenance, and provision of services and facilities in accordance with the provisions of this Agreement;

“O&M Contract” means the maintenance contract that may be entered into between the Technology Partner and the O&M Contractor for performance of all or any of the O&M obligations;

“O&M Sub-contractor” means the person, if any, with whom the Technology Partner has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Technology Partner;

“O&M Expenses” means expenses incurred by or on behalf of the Technology Partner or by the Government, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under the O&M Technology Partner any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

“Operation Control Centre” shall have the meaning as set forth in Clause 17.10.4;

“Operation Manual” shall have the meaning as set forth in Clause 17.18.2;

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

“Payable Spares” shall have the meaning as set forth in Clause 27.2.1;

“Performance Security” shall have the meaning as set forth in Clause 9.1.1;

“Periodic Overhaul Schedule” or **“POH”** shall have the meaning as set forth in Clause 12.2.3;

“Political Event” shall have the meaning as set forth in Clause 32.4;

“Price Index” means the sum of:

- i. 15% (fifteen per cent) of CPIIW;
- ii. 12% (twelve per cent) of WPIMBM;
- iii. 6% (six per cent) of WPIMFMP;
- iv. 20% (twenty per cent) of WPIMEE;
- v. 20% (twenty per cent) of WPI;
- vi. 12% (twelve per cent) of WPIMCEOP; and
- vii. 15% (fifteen per cent) remaining constant as compared to the preceding revision, if any, of the Price Index;

“Project” means all supplies, works, services and equipment relating to or in respect of the Scope of the Agreement in accordance with the provisions of this Agreement;

“Project Agreements” means this Agreement, the Financing Agreement, contracts for upgradation of Manufacturing Unit, Maintenance Depots, M&P, O&M Contract and any other material agreements or contracts that may be entered into by the Technology Partner with any person in connection with matters relating to, arising out of or incidental to this Agreement, but does not include any agreement for procurement of components, sub-systems for the Trains and other goods and services for the Maintenance Depots, as the case may be;

“Project Assets” means all physical and other assets relating to and forming part of the Manufacturing Unit, Maintenance Depots, Training Facilities, Driving simulator and Washings Lines which are maintained, operated or used by the Technology Partner for manufacturing/assembly or maintenance of the Trains or training purpose as part of this Agreement. The Project Assets may be provided either by the Technology Partner or by the Government and include physical assets like civil structures, Mechanical Electrical and Plumbing (MEP) system, communication systems, offices, sheds, Plant and Machineries (M&Ps), jigs and fixtures, tools, software & hardware system as well as non-tangible assets like insurance proceeds, Applicable Permits and other rights of the Technology Partner to or in respect of the Project however excludes tracks, OHE, Signalling which are provided and maintained by the Government. All the assets at the Training Facilities including Driving Simulator shall be considered as part of Project Asset of Maintenance Depots.

“Prompt Response Teams” or **“PR Teams”** shall have the meaning as set forth in Clause 17.10.1;

“Prototype” shall have the meaning as set forth in Clause 13.2.1;

“Reference Index Date” for and in respect of a Year or Accounting Year, as the case may be, means the last date of the month which shall have closed no later than 30 (thirty) days prior to commencement of that Year or Accounting Year;

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

“Reliability” shall have the meaning as set forth in Clause 20.4.1;

“Safety Requirements” shall have the meaning as set forth in Clause 18.1;

“Scheduled Maintenance” shall have the meaning as set forth in Clause 17.5.1;

“Scope of the Agreement” shall have the meaning as set forth in Clause 2.1;

“Selected Bidder” shall have the meaning as set forth in Recital (C);

“Service Year” shall have the meaning as set forth in Clause 25.2.1;

“Spares” shall have the meaning as set forth in Clause 17.4.2;

“Specifications and Standards” means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Trains, as set forth in Schedule- A, and any modifications thereof, or additions thereto, as included in the design and engineering for the Trains submitted by the Technology Partner to, and expressly approved by, the Government;

“State” means the States of India, including a Union Territory, where the Manufacturing Unit or the Maintenance Depots or Washing Lines, as the case may be, are located and **“State Government”** means the governments of those States;

“Statutory Auditors” means a reputable firm of chartered accountants acting as the statutory auditors of the Technology Partner under the provisions of the Companies Act, 2013 including any re-enactment or amendment thereof, for the time being in force;

“Sub-contractor” means the person or persons, as the case may be, with whom the Technology Partner has entered into any of the contracts, the O&M Contract any other material contract for upgradation, operation and/or maintenance of the Manufacturing Unit, Maintenance Depots or the Trains, as the case may be, or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Technology Partner;

“Supply Period” shall have the meaning as set forth in Clause 14.1;

“Supply Programme” shall have the meaning as set forth in Clause 15.1.1;

“Suspension” shall have the meaning as set forth in Clause 34.1;

“Taxes” shall mean any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess, GST, CST, Entry Tax, Octroi or any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on

any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

“Technology Partner” shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals and refers to the single entity, or, all the members of the Consortium/Joint Venture including the Lead member, which is the Selected Bidder;

“Technology Partner Default” shall have the meaning as set forth in Clause 35.1.1;

“Termination” means the expiry or termination of this Agreement;

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

“Termination Payment” means the amount payable by the Government under and in accordance with the provisions of this Agreement, upon Termination;

“Tests” means the tests as set forth in Schedule-F to determine the conformity of Trains with the provisions of this Agreement;

“Train” means a **Next Generation Intercity train** comprising of electrical multiple units (EMU) of 16 or 20 or 24 Cars, complying with the requirements specified in the Manual of Specifications and Standards;

“Train Price” shall have the meaning as set forth in Clause 23.1;

“Maintenance Depot” shall have the meaning as set forth in Clause 12.2.1;

“Transfer Date” means the date of completion of the Maintenance Period of all Trains under this Agreement or termination of the Agreement by a Termination Notice;

“Travel Worthiness” shall have the meaning as set forth in Clause 17.5.2;

“Unscheduled Maintenance” shall have the meaning as set forth in Clause 17.6.1;

“Vesting Certificate” shall have the meaning as set forth in Clause 36.4;

“Washing Lines” means the site and infrastructure designated by the Government for the washing, maintenance and inspection of Trains after completion of each journey;

“WPI” means the Wholesale Price Index for all commodities as published by Economic Adviser, Ministry of Commerce & Industry, GOI with Index Code (1000000000), Base Year 2011-12 and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month;

“WPIMBM” means the Wholesale Price Index for Manufacture of Basic Metals as published by Economic Adviser, Ministry of Commerce & Industry, GOI with Index Code (1314000000), Base Year 2011-12 and shall include any index which substitutes the WPIMBA, and any reference to WPIMBA shall, unless the context otherwise requires, be construed as a reference to the WPIMBA published for the period ending with the preceding month;

“WPIMCEOP” means the Wholesale Price Index for Manufacture of Computer, Electronic and Optical Products as published by Economic Adviser, Ministry of Commerce & Industry, GOI with Index Code (1316000000), Base Year 2011-12, GOI and shall include any index which substitutes the WPIMCEOP, and any reference to WPIMCEOP shall, unless the context otherwise requires, be construed as a reference to the WPIMCEOP published for the period ending with the preceding month;

“WPIMFMP” means the Wholesale Price Index for Manufacture of Fabricated Metal Products as published by Economic Adviser, Ministry of Commerce & Industry, GOI with Index Code (1315000000), Base Year 2011-12, GOI and shall include any index which substitutes the WPIMFMP, and any reference to WPIMFMP shall, unless the context otherwise requires, be construed as a reference to the WPIMFMP published for the period ending with the preceding month.

“WPIMEE” means the Wholesale Price Index for Manufacture of Electrical Equipment as published by Economic Adviser, Ministry of Commerce & Industry, GOI with Index Code (1317000000), Base Year 2011-12, GOI and shall include any index which substitutes the WPIMEE, and any reference to WPIMEE shall, unless the context otherwise requires, be construed as a reference to the WPIMEE published for the period ending with the preceding month; and

“Year” means the period commencing from the date on which the Supply Period shall begin and expiring on the date which shall precede the 1st (first) anniversary thereof, or any subsequent period of 1(one) year immediately preceding an anniversary of the date on which the Supply Period shall have commenced.

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

<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of THE GOVERNMENT by:</p>	<p>THE COMMON SEAL OF [.....] has been affixed pursuant to the resolution passed by the Board of [.....] at its meeting held on the day of 20** hereunto affixed in the presence of, director, and director who has signed these presents in token thereof and, Technology Partner Secretary / Authorised Officer who has countersigned the same in token thereof^{\$} :</p>
<p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p> <p>(Fax No.)</p> <p>(e-mail address)</p>	<p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p> <p>(Fax No.)</p> <p>(e-mail address)</p>
<p>In the presence of:</p> <p>1.</p> <p>2.</p>	<p>In the presence of:</p> <p>1.</p> <p>2.</p>

^{\$} To be affixed in accordance with the articles of association of the Technology Partner and the resolution passed by its Board of Directors.

Schedules

Schedule A- Specifications and Standards

1.Trains

The Technology Partner shall comply with the Specifications and Standards set forth in Annexure-I of this Schedule-A for manufacture, supply and maintenance of the Trains.

ICF MD SPEC 483

Annexure-I: Specifications and Standards for Next Generation Intercity Trains

(Schedule-A)

Manual of Specifications and Standards to apply

The Trains shall conform to the Manual of Specifications and Standards for Next Generation Intercity Trains published by the Government (An authenticated copy of the Manual comprising Specification No. ICF MD SPEC-483 ISSUE STATUS-01, REV-00 dated April 2026 has been provided to the Technology Partner as part of the bid documents.

Schedule B- Proposed Sites of the Manufacturing Unit and Maintenance Depots

(See Clause 2.1, Article 10 & Article 12)

1. Site of Government Manufacturing Unit at Railway Manufacturing Unit, Kazipet.

- 1.1. Site of Government Manufacturing Unit at RMU, Kazipet shall include the area handed over to the Technology Partner for manufacturing and assembling the Trains, the available existing infrastructure/facilities and additional infrastructure/facilities to be developed to meet the requirement to manufacture the Trains at the site of Government Manufacturing unit at RMU, Kazipet
- 1.2. An inventory of the Site of Government Manufacturing Unit at RMU, Kazipet, including the land, buildings, structures, M&Ps, road works, trees and any other immovable property on, or attached to the site shall be prepared jointly by the Government Representative and the Technology Partner. The M&Ps handed over to the Technology Partner shall be in working condition.
- 1.3. Details of existing infrastructure along with the site plan of the Manufacturing Unit at RMU, Kazipet is at Annex- I of this Schedule- B.

2. Maintenance Depots

- 2.1. Site of the Maintenance Depots shall include the land, buildings, structures, M&Ps, road works and other systems as described in Annex-III of this Schedule B.
- 2.2. An inventory of the Depot Sites including the land, buildings, structures, M&Ps, road works, trees and any other property on, or attached to the Depot Sites shall be prepared jointly by the Government Representative and the Technology Partner.
- 2.3. The Depot Sites shall have rail lines which are connected to the Government's rail network.
- 2.4. Site plan of the Maintenance Depots is at Annex- III of this Schedule- B.
- 2.5. Tentative location of the Maintenance Depots:

a) MEMU Shed, Khurda Road, (KUR)/ECOR

- b) MEMU Shed, Jhajha, (JAJ)/ECR
- c) MEMU Shed, Vadodara, (BRCY)/WR
- d) MEMU Shed, Rajahmundry, (RJY)/SCR and
- e) MEMU Shed, Kanpur, (CNB)/NCR

Note: The site of the maintenance depots may be changed if mutually agreed upon by the Railways and the Technology Partner.

3. Washing Line

- 3.1. The Washing Lines will be provided at the **identified** Stations of the Government rail network.
- 4. Actual Facilities provided to the Technology Partner may be revised during the execution stage based on reasonable requirements (depending upon level of in house/outsourced activities) and availability of the facilities with the Government.

Annex - I
(Schedule-B)

Details of available existing infrastructure/facilities at the site of Government Manufacturing Unit at RMU, Kazipet

Details of available existing infrastructure / facilities at the site of Railway Manufacturing Unit at Kazipet, Telangana.

Note: All values of dimensions, area etc., are indicative. Actuals may vary.

1. Mechanical Infrastructure

a. Machineries & Plants as per Contract Agreement:

SN	Item No	Description	Unit	Nos	Location	MAKE	Capacity
1	2.1.1	Paint booth and Drying Oven	Nos	2	Paint shop	Takisha	
2	2.1.2	Portal Wheel Lathe	Nos	2	Main shop	Hegenscheidt Mfg India Pvt Ltd, HYT	8mm radial, 32mm cross section (4-wheel sets)
3	2.1.3	Axle Turning Lathe	Nos	1	Main shop	Takishawa Machine tools Co. Ltd. Japan	Diameter 600mm, turning length 3000 (2 semi-finished wagons/coach axles to finished axles.)
4	2.1.4	Rail cum Road Vehicle 2000T	Nos	2		M/s. Beaz Solutions B.V. Netherland	2000T (Rolling stock)
5	2.1.5	Vertical Turret Lathe	Nos	2	Main shop	M/s. Kannametal India Ltd	Hub boring dia 150mm to 300mm, hub facing dia 150mm to 400mm, grooving dia 900mm, wheel profile dia 1200mm (2 solid wagons/coach wheels.)
6	2.1.6	Wheel Press 500T	Nos	1	Main shop	Electro pneumatics	500T (2 wagons/coach wheel sets)
7	2.1.8	AJTB	Nos	1	Main shop	M/s. Hegenscheidt MFD India Pvt. Ltd.	Depth of cut of up to 1.5 mm on both journals (wagons/coach wheel set)
8	2.1.9	Rail Cum Road Vehicle 100T	Nos	2		M/s. Beaz Solutions B.V. Netherland	100T
9	2.1.10	Turn Table wheel set	Nos	16	Main shop	Takisha	2T
10	2.1.12	Press brake 400T	Nos	1	Main shop	Unied Engineering Corp.	400T
11	2.1.13	Plasma cutting machine	Nos	20	Main shop	Messer cutting system India Pvt. Ltd.	Cutting capacity upto 25mm
12	2.1.16	Welding plant metal arc	Nos	50	Main shop	M/s. KEMPI, Finland	400A (thicknesses range 1.6 mm to 20 mm)
13	2.2.1	Pit traverser 150T	Nos	2		Takisha	150T
14	2.2.2	EOT Crane 20T	Nos	2	Main shop	M/s. URB Engineering Pvt. Ltd.	20T
15	13A-ANS-001	EOT Crane 65T	Nos	2	Main shop	M/s. URB Engineering Pvt. Ltd.	65T
16	13A-ANS-002	EOT Crane 25T	Nos	2	Main shop	M/s. URB Engineering Pvt. Ltd.	25T
17	2.2.3	EOT Crane 10T	Nos	3	Main shop	M/s. URB Engineering Pvt. Ltd.	10T
18	2.2.4	EOT Crane 5 T	Nos	2	Main shop	M/s. URB Engineering Pvt. Ltd.	5T
19	2.2.5	Semi Gantry Crane 2T	Nos	4	Main shop	M/s. URB Engineering Pvt. Ltd.	2T

Handwritten signature/initials

SN	Item No	Description	Unit	Nos	Location	MAKE	Capacity
20	2.3.1	Pallet cage	Nos	800	Store Ward/Main Shop/Paint Shop	Taikisha	1000kg
21	2.3.2	Fork Lift Truck 3T	Nos	6	Store Ward	Godrej	3T
22	2.3.3	Fork Lift Truck 5T	Nos	2	Store Ward	Godrej	5T
23	2.3.4	Reach Truck	Nos	4	Store Ward	Godrej	1.4 T
24	2.3.5	Starter and Extension Bay for 3/5 level racking system	Nos	116	Store Ward/Main Shop/Paint Shop	Godrej	2000Kg
25	2.3.6	Tipper Trolley Trailer	Nos	15		Garuda Engineering services	10T
26	2.3.7	Pallet flat	Nos	200	Store Ward/Main Shop/Paint Shop	Taikisha	1000kg
27	2.3.8	Truck Tata model LTP1613/42	Nos	1		Tata Motors	
28	2.3.9	Platform truck 2T	Nos	6	Store Ward/Main Shop/Paint Shop	M/s. Josts Engineering	2T
29	2.3.10	Tractor ESCORT Model FARMTAC 6065	Nos	1		Escort Model Farmtrac	
30	2.3.11	Front end loader	Nos	1		Doosan	950Kg
31	2.3.12	Tipper Tata model LPK 912 BS-6	Nos	2		Tata Motors	
32	2.3.13	Road mobile Crane	Nos	2		ACE	12T
33	2.3.14	Cantiliver racking system	Nos	10	Store Ward	Godrej & Boyce	500kg
34	2.3.15	Material pick up van	Nos	1		Tata Motors	
35	2.4.1	Shearing machine	Nos	2	Main shop	United Engineering Corp.	MS -16mm thick, SS-10mm thick, cutting length 3100mm
36	2.4.2	Turn Table bogie 6T Capacity	Nos	4	Main shop	Taikisha	6T
37	13A-ANS-02	Turn Table 25T	Nos	5	Main shop	Taikisha	25T
38	2.4.3	Radial Drilling machine	Nos	1	Main shop	M/s. Energy Machine Tools Pvt. Ltd.,	50 mm dia
39	2.4.6	Universal Milling machine	Nos	1	Main shop	M/s. Geeta Machine Tools Pvt. Ltd.,	work table size 1500mmx320mm
40	2.4.9	Mobile scissor lift	Nos	2	Main shop		
41	2.4.11	Lathe Centre	Nos	1	Main shop	M/s. Geeta Machine Tools Pvt. Ltd.,	NB 350/3000MM
42	2.4.14	Electric Stacker	Nos	2	Main shop/Store Ward	Godrej	1.5T
43	2.5.5	Dock Leveller 12T Godrej Model GDL-120	Nos	1	Store Ward	Godrej	12T
44	2.5.9	Gas Cutting Equipment	Set	30	Main shop	Messer cutting system India Pvt. Ltd.	
45	2.5.14	Pedestal Grinder	Nos	2	Main shop	M/s Beston Engineers	18"ODX 8"bore 75mm thick
46	2.5.18	Scissor lift table	Nos	3	Main shop		
47	2.5.21	Hand Pallet truck 2500	Nos	10		M/s. Josts Engineering	2500kg
48	2.5.24	Power Hacksaw	Nos	1	Main shop	M/s. Beston Engineers	Round bar 10" & square bar 8"
49	2.5.26	Mobile Ladder Platform Height 2100mm	Nos	15	Main shop/Paint Shop	Taikisha	Height 2100 mm working load-150kg
50	2.5.27	Mobile Ladder Platform Height 1300 mm	Nos	15	Main shop/Paint Shop	Taikisha	Height 1300 mm working load-150kg
51	2.6.1	Air Compressor 500 CFM	Nos	6	Main shop	Atlas Copco (India) Ltd	500CFM

SN	Item No	Description	Unit	Nos	Location	MAKE	Capacity
52	2.6.2	Gas Manifold system complete	Set	1	Main shop	Taikisha	20 Cylinder
53	2.6.3	Pneumatic system Complete	Set	1.37	Main shop/Paint shop/Test shop	Taikisha	Working pressure 5 bar
54	2.7.1	Hydraulic Rerailing Equipment	Set	1		M/s. Francis Klien & Co. Pvt. Ltd.	1-550 to 600KN
55	2.7.2	Shower Test facility	Nos	1		Tuff Machine	50mm/hour
56	2.7.3	Sewage Treatment plant	Nos	1		Ion Exchange Supplier: Pvt. Ltd	150KL
S57	2.7.4	Wagon Weigh Bridge	Nos	1		Essae Digitronics Pvt. Ltd.	100T
58	2.7.5	Road Weigh Bridge	Nos	1		Essae Digitronics Pvt. Ltd.	30T

b. Pneumatic and Gas Pipe lines:

Pneumatic pipe line network is extended to all shops except stores from Compressor / Compressors installed in the Main Shop floor through 80 mm diameter Aluminium pipe lines headers and 25 mm diameter Aluminium branch off pipe provided on each alternate columns with auto drain valve, filter regulator and QRC provided at each tap off point.

S.No	Shop	No. of Pneumatic Tap off points with (Filter Regulator & QRC)	No. of DA Tap off points	No. of Argon tap off points with Tapping point regulator, flow meter with lock box	No. of CO2 +Argon mix tap off points with Tapping point regulator flow meter with lock box.
1	Main Shop	75	354	354	354
2	Paint Shop	10			
3	Test Shop	40			

c. Sewage and Waste water treatment Plant:

- Sewage and Waste water treatment plant Capacity – 11 KLD (Connected to drain and sewage lines of Factory)
- Treated Water Storage Capacity: 150 KL in three 50 KL (Effective Capacity) (MS – Zincolume Tanks).
- Use of Treated water – For Firefighting and Horticulture, Necessary Pumping facilities provided near Sewage and Waste water treatment plant.

d. Fire Hydrant and Fire Fighting Arrangement:

- Designed to meet the Statutory and Regulatory requirement norms.

e. Works under Proposal (Tentative):

- Turning Bridge in view of MEMU.

2. Civil Infrastructure

Details of Civil Engg Infrastructure

		Unit	Area	Remarks
A	Area of Land	Acrs	160.62	
B	PEB Structures			
1	Main Shop	Sqm	39,410	351.22m x 112.21m
2	Test Shop	Sqm	8,794	401m x 20m
3	Paint Shop	Sqm	6,381	111m x 48m
4	Store ward	Sqm	5,586	205.84 m x 26.68 m
5	Parking Sheds (4 Nos each 100.17 Sqm)	Sqm	401	
C	Buildings			
1	Admin Block (GF+FF)	Sqm	1,864	
2	Rest House	Sqm	283	
3	Canteen	Sqm	448	
4	Elec Substation	Sqm	189	
5	Security Cabin	Sqm	105	
6	Toilet Blocks(5 Nos each of 50.74 Sqm)	Sqm	254	
7	Guard Room	Sqm	12	
F	GLR (Cap)	Lit	1,50,000	
G	Retention Ponds (Cap) - 5 Nos, each of 2000 KI Cap	K lit	10,000	
H	Track			
1	Track length(ballasted)	m	8,038	
2	Ballast less track	m	4,260	
I	Drains	m	10,460	
Works under Proposal (Tentative)				
J	Lay bys - 5 Nos -5mx350m	Sqm	1,750.00	These items are proposed to facilitate long trailers to negotiate and for parking.
K	Trailer parking 75m x 75m	Sqm	5,625.00	
L	CC Apron infront of Main Shop	Sqm	2,000.00	
M	Addl road for negotiating Long trailers	Sqm	500.00	
N	Ballast less track	m	72.00	
O	Boundary wall of Precast	m	120.00	

3. Electrical Infrastructure

a) as per Contract Agreement

Sl	System	Item (equipment)	Capacity / Make /Rating (as per docs)	Qty	Work Progress
1	ESS (Primary)	33 kV Incoming Feeder (from DISCOM)	33 kV, 3-phase (dedicated feeder)	1 feed (double-circuit provision)	Completed
2	ESS	3-Pole AB Switch / 33 kV Isolator (outdoor)	33 kV, rated ~630 A,	As required (incomer)	Completed
3	ESS	33/11 kV Power Transformers	3150 kVA (3.15 MVA), 33/11 kV, ONAN, Dyn11, CG make	3 Nos (main + standby arrangements shown)	Completed
4	ESS	33 kV VCB — Incomer / Outgoings (metal-clad)	Rated voltage 33 kV (highest 36 kV), Rated current 1250 A (incomer VCB spec), Sym. breaking 25 kA (3s),	Incomer + outgoings per ESS SLD (see COS)	Completed
5	ESS → PSS	11 kV Distribution (VCB panels)	11 kV class; rated currents as per panel design (typ. 630 A /800 A), CG Make	Multiple incomers & outgoing feeders (see SLD)	Completed
6	HT Cabling	33 kV HT Cables (main yard)	3C × 300 mm² XLPE (33 kV class) — sizes per cable schedule. Polycab make	Route lengths per cable schedule	Completed
7	HT Cabling	11 kV HT Cables (to PSS/CSS)	3C × 185 mm² XLPE (11 kV class), Polycab make	As per routing	Completed
9	CSS	Compact Substations (CSS)	500 kVA, 11/0.433 kV packaged substation (RMU / RMU-type with RMU panels), CG Make	CSS-1 to CSS-12 referenced in EIG docs (install qty to confirm from POs/DEL docs).	Completed
11	DG (Standby)	Diesel Generator Sets	2 × 500 kVA, 415 V, AMF .Greaves Cotton Make	2 Nos	Work Progress
12	Solar	Rooftop Solar Plant (project level)	1 MWp provision in contract (design provision / net-metering), Satvik/OEM Make	1 lot (design provision)	Work Progress
13	Earthing	Earthing Grid & Pits	24 Earth pits provided in EIG narrative; GI/Cu plates per drawing (6 Cu plates + 18 GI plates)	24 pits	Completed
14	Protection & Metering	CT / PT / Numeric relays / SCADA RTU	CTs & PTs per IEC/IS specs; relays (numerical) for transformer and feeder protection; SCADA RTU provision	Per panel	Completed
15	Auxiliary Systems	Bus-duct (LT) for >500 kVA, Lighting, UPS, Fire Alarm & PA	Bus-duct for LT side of transformers >500 kVA (contract req.); UPS & PA per spec	As per drawings	Completed

b. Works under Proposal (Tentative):

- i. Yard OHE of 8 Km (tentative) arrangement & SSP-1

4. IT Infrastructure as per Contract Agreement:

Telcom & Surveillance facilities in RMU/KZJ.				
S.No.	Description	Unit	Qty.	Remarks
1	Conference system (1 chamber unit and 14 Nos. Delegates)	Set.	1	
2	LCD Projector	Set.		
3	Surveillance system comprising of 31 IP camaras and 5 Nos. of PTZ camaras with network video recorder (of 5TB storage)	Set.	1	
4	Telephone Exchange Digital/SPN/TL 027/2007 or latest with 2000 UC users.	Set.	1	
5	Data connection from Rail Net server connected to Kazipet station with WI-FI facility at 20 Locations	Set	1	

5. Office Facilities under Proposal (Tentative)

- a. List of Furniture – As per Annexure – I
- b. List of Office Equipment & Tools - As per Annexure – II
- c. List of Medical (First Aid Equipment) – As per Annexure – III



Annexure - I

TENTATIVE LIST OF FURNITURE

Sl.No.	Item	Unit	Qty.Nos
1	Visitors chairs non revolving, OXBO	each	34
	Bravo.nxt model	each	140
	Kareena model	each	41
2	Mid back chairs,model OXBO(revolving)	each	113
3	High back chairs, Model OXBO(revolving)	each	12
	Greta 2.0 Model	each	97
	Elite model	each	8
	Marvel, Model	each	8
	Bravo model	each	10
	La SEDE	each	1
4	Work stations, RECTA model	each	18
	work stations, PENTA model	each	40
5	Tables, model enterprise	each	97
	Tables, model Finess	each	6
	T-9 Table	each	5
	T-25 Table	each	14
	Table ,Model ARISTO	each	3
	Table, Model ARRIVE	each	1
6	Conf. table , 10 seater, Mingle unitised	each	2
	Conference table , 24 seater, modular	each	1
7	vertical storage unit, Model VSD-7	each	87
	Model VSD-5	each	13
8	Personal locker unit,6 door	each	86
9	Coffee tables, Model ALICE PRO	each	17
10	3 seater sofas,Model premium longue	each	13
	3 seater sofas,Model PISA 3+1+1	each	3
	3 seater sofa, model ORLANDO 3+1+1	each	1
	1 seater sofas (rest house for 2 rooms)	each	4
11	matrix 3 seater perforated sofa	each	16
12	work bench steel Model F BG M3BC 01 04	each	4
12	Tool storage cabinet M9 series FLEXA FDF	each	4
13	Office canteen Tables Model CANTINA	each	5
	Staff Canteen Tables Model CANTINA	each	26
	café Pods	each	6
14	Optimizer plus Drive type	each	1
15	Store well plain steel almirah	each	3
16	Ascend wall mounted storage	each	14
17	Perform tool cabinet series Model A124 FAA 1303 5204/F BG M#BC 01 04	each	3
18	Multiflex shelving slotted angle ST rack	each	6
19	Book case unit 4 door	each	11
20	Vertical filing cabinet 4 door	each	10
21	GOLDUST V2 king size bed with 2 side tables	each	4
22	Lily dressing table	each	4
23	6 inches Kurlon mattress king size	each	4
24	ward robe steel Godrej	each	4
25	Dining table brawn 6 seater	each	5
26	Shoe polish Dolphy model	each	4
27	Mild steel Single bed ,EQ slatted base Brown & white godrej	each	1
28	Godrej melish dressing stool	each	4
29	Unwind chair with desk for traing room	each	33

LIST OF OFFICE EQUIPMENT & TOOLS

Sl No	Description of Item	Qty	Rate in INR	Amount
1	Desktop PC all-in-one HP model PRO ONE 400 G3 or better with windows latest version	35 No	₹ 81,312	₹ 28,45,920
2	Printer laser colour as HP model LASERJET PRO MFP M570dw or better	10 No	₹ 1,12,358	₹ 11,23,584
3	Printer laser HP model no LaserJet pro P1108 or better.	11 No	₹ 11,088	₹ 1,21,968
4	Scanner colour A0 size HP model SD Pro 44-in or better	1 No	₹ 8,16,077	₹ 8,16,077
5	Scanner HP model SCANJET PRO 4500 Fm1 or better	2 No	₹ 78,877	₹ 1,53,754
6	Copier digital up to A3 model Cannon IR ADVANCE 4525 with DA or better	2 No	₹ 3,09,946	₹ 6,19,891
7	Plotter colour HP model DESIGNJET T830 36-in multifunction printer	1 No	₹ 2,88,288	₹ 2,88,288
8	UPS MICROTEK model Twin guard pro+ 1000 VA or better	35 No	₹ 5,945	₹ 2,08,068
			Total :	₹ 61,77,550

Miscellaneous Office Equipment

SN	Description of Item	Qty	Rate in INR	Amount
1	RO plus water Cooler ION Exchange model	8 No	₹ 1,32,317	₹ 7,93,901
2	RO plus water cooler ION Exchange model	2 No	₹ 1,85,539	₹ 3,71,078
3	White board magnetic marker size 6' x 4'	8 No	₹ 18,042	₹ 1,08,252
4	Dust bin Nilkamal model WB120L2 blue or	30 No	₹ 3,104	₹ 93,132
5	Deep Freezer 150 litre make Blue Star mo	2 No	₹ 21,775	₹ 43,550
6	Shredder paper, CD BAMBALIO model BCC-27	10 No	₹ 4,992	₹ 49,920
7	Spiral binding machine A4 size 12" 39 ho	6 No	₹ 3,947	₹ 23,681
8	Water Purifier RO UV along with standard	7 Nos	₹ 60,262	₹ 4,21,831
9	Interactive display board Samsung 65 Fi	1 Nos	₹ 2,80,692	₹ 2,80,692
10	Intractive board Globus IFPD TVB-E86	2 Nos	₹ 3,11,880	₹ 6,23,760
11	Projector LG HF60L	2 Nos	₹ 1,55,940	₹ 3,11,880
12	Refrigerator 198 L 5 star rating single	3 Nos	₹ 24,950	₹ 74,851
13	Samsung crystal UHD 4K TV	3 Nos	₹ 58,650	₹ 1,69,950
14	Microwave Oven Samsung 28L MC28H5033CK	3 Nos	₹ 23,787	₹ 71,361
15	Signage Board	1 Set	₹ 1,95,361	₹ 1,95,361
16	Prestige pkoss 1500w steel electric kettle	6 Nos	₹ 1,057	₹ 6,343
			Total :	₹ 36,39,543

TOOLS

SN	Description of Item	Qty	Rate in INR	Amount
1	Drilling machine pneumatic Chicago pneum	20 No	₹ 42,097	₹ 8,41,944
2	Drilling machine pneumatic Chicago pneum	20 No	₹ 21,282	₹ 4,25,640
3	Drilling machine pneumatic Chicago pneum	20 No	₹ 17,290	₹ 3,45,792
4	Screw driver pneumatic Chicago pneumatic	30 No	₹ 25,351	₹ 7,60,536
5	Screw driver pneumatic Chicago pneumatic	30 No	₹ 24,479	₹ 7,34,364
6	Grinder straight pneumatic Chicago Pneumatic	10 No	₹ 1,16,276	₹ 11,62,764
7	Grinder angle pneumatic heavy-duty Chicago Pneumatic	10 No	₹ 96,288	₹ 9,62,880
8	Grinder angle pneumatic Chicago Pneumatic	10 No	₹ 28,208	₹ 2,82,084
9	Wrench impact pneumatic (Nut Tightener)	10 No	₹ 30,174	₹ 3,01,740
10	Wrench impact pneumatic (Nut Tightener)	10 No	₹ 27,439	₹ 2,74,392
11	Screw driver impact battery operated Chi	10 No	₹ 22,516	₹ 2,25,156
12	Screw driver impact battery operated Chi	5 No	₹ 50,044	₹ 2,50,218
13	Hose Reel with reel back arrangement Chicago Pneumatic	60 No	₹ 42,268	₹ 25,36,056
14	Drilling machine battery operated Chicago Pneumatic	10 No	₹ 23,100	₹ 2,31,000
15	Sander orbital Chicago pneumatic model	10 No	₹ 21,984	₹ 2,19,840
16	Pop riveting pneumatic Chicago pneumatic	5 No	₹ 38,083	₹ 1,90,416
17	Nibbler pneumatic Chicago Pneumatic model	5 No	₹ 33,797	₹ 1,68,984
18	Cutter pneumatic Chicago Pneumatic model	5 No	₹ 20,476	₹ 1,02,378

19	Engraving pen pneumatic Chicago pneumatic	2 No	₹ 14,267	₹ 28,534
20	Spanner set double open end set of 12 pi	20 Set	₹ 1,027	₹ 20,544
21	Spanner set double open end set of 4 pie	5 Set	₹ 5,441	₹ 27,204
22	Spanner single open end with raised coll	20 Set	₹ 6,623	₹ 1,32,456
23	Spanner single open end with raised coll	5 Set	₹ 36,782	₹ 1,83,912
24	Spanner single open end with raised coll	5 Set	₹ 76,906	₹ 3,84,528
25	Spanner combination ring and open end TA	5 Set	₹ 1,874	₹ 9,372
26	Spanner combination ring and open- end J	5 Set	₹ 4,258	₹ 21,288
27	Spanner combination ring and open- end J	5 Set	₹ 18,746	₹ 93,732
28	Spanner set double ended ring set of 12	10 Set	₹ 2,484	₹ 24,840
29	Spanner set ring spanner deep offset pat	10 Set	₹ 2,786	₹ 27,864
30	Socket hexagonal set 12.7 mm TAPARIA mod	5 Set	₹ 6,896	₹ 34,482
31	Wrench adjustable TAPARIA model 1173N-12	10 No	₹ 688	₹ 6,876
32	Wrench adjustable TAPARIA model 1171N-8	10 No	₹ 414	₹ 4,140
33	Wrench pipe heavy duty TAPARIA model HPW	10 No	₹ 709	₹ 7,092
34	Wrench pipe heavy duty TAPARIA model HPW	10 No	₹ 2,779	₹ 27,792
35	Wrench pipe heavy duty TAPARIA model HPW	10 No	₹ 4,849	₹ 48,492
36	Plier combination TAPARIA model 1621-8N	5 No	₹ 343	₹ 1,716
37	Plier long nose TAPARIA model 1420-8 or	5 No	₹ 340	₹ 1,698
38	Plier bent nose TAPARIA model BN- 08 or	5 No	₹ 340	₹ 1,698
39	Plier circlip internal one each of bent	5 Set	₹ 340	₹ 1,698
40	Plier diagonal cutting 150 mm Jhalani mo	5 No	₹ 458	₹ 2,292
41	Crimping tool mechanical 10-150 sq mm	5 No	₹ 6,875	₹ 34,374
42	Wrench chain pipe TAPARIA model CPW 06 o	5 No	₹ 8,398	₹ 41,988
43	Wrench chain pipe TAPARIA model CPW 12 o	5 No	₹ 11,753	₹ 58,764
44	Vice pipe TAPARIA model PV 04 or similar	10 No	₹ 6,919	₹ 69,192
45	Hammer ball pein and cross pein set with	50 Set	₹ 1,315	₹ 65,760
46	Hammer claw with handle TAPARIA model CL	2 No	₹ 1,412	₹ 2,825
47	Hammer sledge set with hickory wood hand	2 S	₹ 2,838	₹ 5,676
48	Hammer soft faced with wooden handle TAP	5 No	₹ 935	₹ 4,674
49	Screw driver set of 3 size 5x100, 6x200,	5 Set	₹ 2,794	₹ 13,968
50	Screw driver Kit of 8 pieces (flat blade	5 Set	₹ 1,358	₹ 6,792
51	Spanner box double ended Hexagonal (whee	5 Set	₹ 6,919	₹ 34,596
52	Chisel set octagonal of 4 sizes TAPARIA	5 Set	₹ 1,745	₹ 8,724
53	Punch centre TAPARIA model 1986 or simil	5 No	₹ 311	₹ 1,554
54	Allen key set TAPARIA model AKM- 9 or si	2 Set	₹ 320	₹ 641
55	Allen key set 10 pieces size 12, 14, 17,	2 Set	₹ 2,927	₹ 5,854
56	Spirit level with magnet 300 mm size TAP	5 No	₹ 709	₹ 3,546
57	Co2/ Argon/ O2 bottle wrench non- sparki	5 No	₹ 6,277	₹ 31,386
58	Scribing tool metal electric DREMEL mode	2 No	₹ 3,184	₹ 6,367
59	Torque Wrench tester (Manual Version) ca	2 No	₹ 3,00,485	₹ 6,00,970
60	Torque wrench adjustable click type, det	3 Set	₹ 33,708	₹ 1,01,124
61	Torque wrench adjustable click type, fle	3 Set	₹ 17,268	₹ 51,804
62	Torque wrench adjustable click type, fle	3 Set	₹ 14,562	₹ 43,686
63	Bottle jack 10 T industrial ENERPAC mode	5 No	₹ 31,490	₹ 1,57,452
64	Bottle jack 10 T industrial ENERPAC mode	5 No	₹ 29,494	₹ 1,47,468
65	Bottle jack 20 T industrial ENERPAC mode	5 No	₹ 44,944	₹ 2,24,718
66	Bottle jack 20 T industrial ENERPAC mode	5 No	₹ 41,395	₹ 2,06,976

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