



**“ADDENDUM NUMBER 1 & REPLIES TO QUERIES” IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL
(Tender ID: 2020_DTC_197163_1)**

Date of Issue: 03/12/2020

**Through e-procurement Portal of Government of NCT of Delhi
(<https://govtprocurement.delhi.gov.in>)**

FOR

**‘REQUEST FOR SELECTION OF BUS OPERATOR FOR SUPPLY, OPERATION AND MAINTENANCE OF 300 AIR CONDITIONED FULLY BUILT LOW FLOOR
ELECTRIC BUSES OF 12 MTRS. LENGTH UNDER OPEX MODEL ON PPP (BOOT) BASIS (UNDER FAME-II SCHEME).**

RFP NUMBER: DCGM/SBU/940/2020/AC

Issued By



DELHI TRANSPORT CORPORATION

(Government of NCT of Delhi)

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DELHI TRANSPORT CORPORATION STRATEGIC BUSINESS UNIT, HAUZ KHAS BUS TERMINAL NEW DELHI-110 016 (INDIA)	ADDENDUM NUMBER 1 & REPLIES TO QUERIES” IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_197163_1)
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REQUEST FOR SELECTION OF BUS OPERATOR FOR SUPPLY, OPERATION AND MAINTENANCE OF 300 AIR CONDITIONED FULLY BUILT LOW FLOOR

ELECTRIC BUSES OF 12 MTRS. LENGTH UNDER OPEX MODEL ON PPP (BOOT) BASIS (UNDER FAME-II SCHEME).

[RFP NUMBER: DCGM/SBU/940/2020/AC, Tender ID: 2019_DTC_197163_1, DATE OF ISSUE: 3rd December, 2020]

PRE-BID CONFERENCE HELD AT 14.30 HOURS ON 7TH DECEMBER, 2020 AT HEAD QUARTER, DELHI TRANSPORT CORPORATION, I P ESTATE, NEW DELHI-110002, INDIA

ADDENDUM NUMBER 1 DATED 14.12.2020

AMENDMENTS MADE BY DELHI TRANSPORT CORPORATION IN THE RFP DOCUMENT

Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as
VOLUME – I - INSTRUCTIONS TO BIDDERS					
1.	Section 1	1.1.6 (I)	12	Buses should be capable of running minimum 140 km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in running condition. Vehicle shall run for 200 Km + 10% in a day (On actual condition with passengers, GVW and AC, 18 hours continuous operation with around 60 minutes shift change over time). The bidder shall make an arrangement to install fast chargers for charging the buses	Buses should be capable of running minimum 140 km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in running condition. Vehicle shall run for 200 Km + 20% in a day (On actual condition with passengers, GVW and AC, 18 hours continuous operation with around 60 minutes shift change over time). The bidder shall make an arrangement to

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				during shift changeover time of about 60 minutes to meet the operational requirement i.e. 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day.	install fast chargers for charging the buses during shift changeover time of about 60 minutes to meet the operational requirement i.e. 200 kms + 20% per day in case slow charging in the night is not sufficient for the total operational requirement per day.
2.	Section 1	1.1.6 (m)	12	Authority will be facilitating FAME subsidy for these Electric buses and the successful bidder shall comply with all guidelines as per FAME II. Subsidy will be released to the successful bidder as and when received from DHI subject to submission of Subsidy Bank Guarantee for the equivalent Amount with a validity for minimum 5 years. The bidder has to bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the bidder.	Authority will be facilitating FAME subsidy for these Electric buses and the successful bidder shall comply with all guidelines as per FAME II. Subsidy will be released to the successful bidder as and when received from DHI subject to submission of Subsidy Bank Guarantee for the equivalent Amount with a validity for 5 years. The bidder has to bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the bidder.
3.	Section 1	1.1.6 (o) – New clause added	13	-	GST, as applicable, charged by the Operator in their invoice shall be

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					reimbursed by the Authority.
4.	Section 2	2.2.2 (i) point no. 3	28	OEM shall have applied for registration to Department of Heavy Industry (DHI) (National Automotive Board Under the FAME II scheme, demand incentive shall be admissible only from the date of registration of OEM and date of approval of Models by DHI under Fame II scheme. In case, the Bidder has applied for the certificate to the DHI/NAB and cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this certificate on or before the inspection of prototype.	Deleted
5.	Section 2	2.2.2 (i) point no. 4	29	OEM already registered in India under Fame Phase-I shall submit fresh application	Deleted
6.	Section 2	2.2.2 (v) point no. 5 (c)	30	obtain certificate of FAME India Phase II eligibility fulfilment from recognised testing agencies;	Deleted
7.	Section 2	2.2.2 (vii)	31	The Technical Capacity and Financial Capacity of all the Members of JV/Consortium would be taken into account for satisfying the Eligibility Criteria. Further,	The Technical Capacity and Financial Capacity of all the Members of JV/Consortium shall be collectively taken into account for satisfying the Eligibility

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				the nomination(s) of the Lead Member shall be supported by a Power of Attorney (PoA) along with the JV/Consortium agreement signed by all the other members of the Consortium; of ownership for all the required no. of Buses, clearly showing ownership of the bidder in case Bidder and its Associate is a Indian firm.	Criteria. Further, the nomination(s) of the Lead Member shall be supported by a Power of Attorney (PoA) along with the JV/Consortium agreement signed by all the other members of the Consortium.
8.	Section 2	2.2.3 (iv)	33	In addition, Bidder shall submit FAME-II Scheme eligibility certificate. In case, the Bidder has applied for the certificate to the DHI/NAB and cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this certificate on or before the inspection of prototype.	Deleted
9.	Section 2	Heading of Clause 2.5	34	Verification of information	Site Visit and Verification of information
10.	Section 2	2.11.1 (i)	40	FAME-II Scheme eligibility certificate;	Deleted
11.	List of documents	Pt. 25	56	FAME-II Scheme eligibility certificate; * In case, the Bidder has applied for the FAME II certificate to the DHI/NAB and	Deleted

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				cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this certificate on or before the inspection of prototype.					
12.	Appendix-IA – Annex-VIII	Mandatory Submission for All Bidders - Table	76	<table><tr><td>3</td><td>Registered under DHI, FAME Scheme II</td></tr><tr><td>4</td><td>OEM Code (if already allotted by DHI/NAB)</td></tr></table>	3	Registered under DHI, FAME Scheme II	4	OEM Code (if already allotted by DHI/NAB)	Deleted
3	Registered under DHI, FAME Scheme II								
4	OEM Code (if already allotted by DHI/NAB)								
VOLUME – II - DRAFT CONCESSION AGREEMENT									
13.	Article 2 – Scope of the Agreement	2.2 (h)	18	Buses should be capable of running minimum 140 km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in running condition. Vehicle shall run for 200 Km + 10% in a day (On actual condition with passengers, GVW and AC, 18 hours continuous operation with around 60 minutes shift change over time). The bidder shall make an arrangement to install fast chargers for charging the buses during shift changeover time of about 60 minutes to meet the operational	Buses should be capable of running minimum 140 km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in running condition. Vehicle shall run for 200 Km + 20% in a day (On actual condition with passengers, GVW and AC, 18 hours continuous operation with around 60 minutes shift change over time). The bidder shall make an arrangement to install fast chargers for charging the buses during shift changeover time of				

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				requirement i.e. 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day.	about 60 minutes to meet the operational requirement i.e. 200 kms + 20% per day in case slow charging in the night is not sufficient for the total operational requirement per day.
14.	Article 2 – Scope of the Agreement	2.2 (i)	18	Authority will be facilitating FAME subsidy for theses Electric buses and the successful bidder shall comply with all guidelines as per FAME II. Subsidy will be released to the successful bidder as and when received from DHI subject to submission of Subsidy Bank Guarantee for the equivalent amount with validity for minimum 5 years. The bidder has to bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the bidder.	Authority will be facilitating FAME subsidy for theses Electric buses and the successful bidder shall comply with all guidelines as per FAME II. Subsidy will be released to the successful bidder as and when received from DHI subject to submission of Subsidy Bank Guarantee for the equivalent amount with validity for 5 years. The bidder has to bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the bidder.
15.	Article 22 – Fee	22.5.4	71	In the event that the CPIIW and WPI 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 PK Fee until its revision for the	Deleted.

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				following month or Year, as the case may be, in accordance with the provisions of this Clause 22.5.3.	
16.	Article 43 – Definition	Definition of Appointed Date	126	“Appointed Date” means the date on which Financial Close is achieved and all the Condition Precedents are satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period;	“ <u>Appointed Date</u> ” means the date on which Financial Close is achieved and all the Condition Precedents are satisfied or waived, as the case may be, in accordance with the provisions of this Agreement.

VOLUME – III - 12 M STANDARD ELECTRIC AC LOW FLOOR BUS SPECIFICATIONS

17.	Volume-III	12.2	12	Battery packs of requisite capacity would be appropriately mounted on to the bus keeping in mind convenience of battery maintenance /charging / replacement etc, safety of system and its maintainability, operation in the corridors of Delhi with Passengers, GVW and AC, 18 hours continuously. However, Buses should be capable of running minimum 140 Km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in	Battery packs of requisite capacity would be appropriately mounted on to the bus keeping in mind convenience of battery maintenance /charging / replacement etc, safety of system and its maintainability, operation in the corridors of Delhi with Passengers, GVW and AC, 18 hours continuously. However, Buses should be capable of running minimum 140 Km (with 80% SOC) on single charge and minimum 120 km with
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				running condition for continuous operation with around 60 minutes shift changeover time. Vehicle shall run for 200 Km + 10% in a day for 18 hours (On actual condition with passengers, GVW and AC in running condition). The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 60 minutes to meet the operational requirement i.e. 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day.	passengers, GVW & AC in running condition for continuous operation with around 60 minutes shift changeover time. Vehicle shall run for 200 Km + 20% in a day for 18 hours (On actual condition with passengers, GVW and AC in running condition). The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 60 minutes to meet the operational requirement i.e. 200 kms + 20% per day in case slow charging in the night is not sufficient for the total operational requirement per day.
18.	Volume – III	14.1	14	Bus exterior side panels would be fitted with GI sheet/GP Sheet /stainless steel sheet/ Aluminium sheet at waist level. The exterior front-end & rear-end panelling would be of GI sheet/GP sheet /stainless steel sheet/ AL sheet/FRP while roof, rear, sides & skirt panelling would be of aluminium. All interior panelling would be of	Bus exterior side panels would be fitted with GI sheet/GP Sheet /stainless steel (SS) sheet/Aluminium sheet at waist level. The exterior front-end & rear-end panelling would be of GI sheet/GP sheet /stainless steel sheet/ AL sheet/FRP while roof & skirt panelling would be of aluminium. The external flaps would be

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Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as
				Acrylonitrile Butadiene Styrene (ABS) / high pressure laminates conforming to relevant National or International Standards. However, the front/ rear inner dome and dashboard may be of Acrylonitrile Butadiene Styrene (ABS) / high pressure laminates /FRP.	of Aluminium /GI sheets/GP/SS/FRP. All interior panelling would be of Acrylonitrile Butadiene Styrene (ABS) / high pressure laminates conforming to relevant National or International Standards. However, the front inner / rear inner/ dome and dashboard may be of Acrylonitrile Butadiene Styrene (ABS) / high pressure laminates /FRP.
19.	Volume – III	17.12	17	A red “DOOR CLOSING” sign shall be installed above exit door. The sign will blink when exit door is closing.	A red “DOOR CLOSING” sign shall be installed above exit door. The sign will blink/ glow when exit door is closing.
20.	Volume – III	17.18	17	All the handles shall match to the decor of its fitment location or shall be chrome plated.	All the handles shall match to the decor of its fitment location or shall be chrome plated/ powder coated.
21.	Volume – III	22.1	19	Dimensional requirements of steps inside the bus shall be as per Bus Code (AIS052).	Dimensional requirements of steps inside the bus shall be as per Bus Code (AIS052) & AIS 153.
22.	Volume – III	23.1	19	Bus floor design would be without internal steps in front and middle passenger saloon floor area.	Bus floor design would be without internal steps in front and middle passenger saloon low floor area.

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23.	Volume – III	25.2	19	All handrails shall be of MS tubing of 32 mm dia. and 2 mm thick covered with PVC sleeve contrasting with the interior décor / 32 mm SS of 1.6 mm thick, with anti-slip powder coating hammer tone. Minimum two number of roof hand rails shall be provided in the saloon area.	All handrails shall be of MS tubing of 32 mm dia. and 2 mm thick covered with PVC sleeve/ with anti-slip powder coating hammer tone, contrasting with the interior décor or 32 mm stainless steel (SS) of 1.6 mm thick with hammer tone. Minimum two number of roof hand rails shall be provided in the saloon area.
24.	Volume – III	26.1	20	Vertical stanchions shall be so positioned to facilitate access to seats for those standing. The stanchions shall be of 40.0 mm dia. and 3.00 mm thick M.S. Pipe covered with PVC sleeve of contrast colour with the interior décor / 40.0 mm dia. and 2 mm thick, SS tubing with anti- slip powder coating hammer tone. Each stanchion shall be provided with buzzer switch at the height of 1200 mm for the convenience of passengers to announce their wish to alight the bus. The stanchion shall be provided as per provision of AIS-052 and AIS-153.	Vertical stanchions shall be so positioned to facilitate access to seats for those standing. The stanchions shall be of 40.0 mm dia. and 3.00 mm thick M.S. Pipe covered with PVC sleeve/ with anti- slip powder coating hammer tone, of contrast colour with the interior décor or 40.0 mm dia. and 2 mm thick, stainless steel (SS) tubing with hammer tone. Each stanchion shall be provided with buzzer switch at the height of 1200 mm for the convenience of passengers to announce their wish to alight the bus. The stanchion shall be provided as per provision of AIS-052 and AIS-153.

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25.	Volume-III	54.13	33	Ease of accessibility to electric propulsion system & other aggregates for easy maintenance would be ensured. Assemblies / units would be so mounted that they are easily accessible & can be removed without disturbing other components / assemblies.	Ease of accessibility to electric propulsion system & other aggregates for easy maintenance would be ensured. As far as possible, the assemblies / units would be so mounted that they are easily accessible & can be removed without disturbing other components / assemblies.
26.	Volume-III – Annexure-I	Pt. 28 – Fast Charging	42	The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 60 minutes to meet the operational requirement i.e. 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day.	The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 60 minutes to meet the operational requirement i.e. 200 kms + 20% per day in case slow charging in the night is not sufficient for the total operational requirement per day.
27.	Volume-III – Annexure-I	Pt. 29 – Total operation in a day per bus	42	About 200 KM ± 10% contingency per day per bus.	About 200 KM + 20% contingency per day per bus.
28.	Volume-III – Annexure-I	Pt. 39 – Paneling	43	Exterior side panels - GI sheet/GP Sheet/stainless steel sheet/Aluminium sheet at waist level. Exterior front-end & rear-end - GI sheet/GP sheet/stainless steel sheet/ AL sheet/FRP. Roof & Skirt panelling - Aluminium. Interior panelling - All interior panelling	Exterior side panels - GI sheet/GP Sheet/stainless steel (ss) sheet/Aluminium sheet at waist level. Exterior front-end & rear-end - GI sheet/GP sheet/stainless steel sheet/ AL sheet/FRP. Roof & Skirt panelling - Aluminium.

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				would be of Acrylonitrile Butadiene Styrene (ABS) conforming to relevant National or International Standards./ high pressure laminates conforming to relevant National or International Standards. However, the front/ rear inner dome and dashboard may be of Acrylonitrile Butadiene Styrene (ABS) / high pressure laminates /FRP.	Interior panelling - All interior panelling would be of Acrylonitrile Butadiene Styrene (ABS) conforming to relevant National or International Standards./ high pressure laminates conforming to relevant National or International Standards. However, the front/ rear inner dome and dashboard may be of Acrylonitrile Butadiene Styrene (ABS) / high pressure laminates /FRP. External flaps - Aluminium/ GI sheet/GP/SS/FRP.
29.	Volume-III – Annexure-I	Pt. 53 – Handrails and Handholds	44	The Handrails and Handholds (Strap hangers) shall be provided as per provision of AIS-052 and AIS-153.MS tubing of 32 mm dia. and 2 mm thick covered with PVC sleeve contrasting with the interior décor / 32 mm SS of 1.6 mm thick, with anti-slip powder coating hammer tone	The Handrails and Handholds (Strap hangers) shall be provided as per provision of AIS-052 and AIS-153.MS tubing of 32 mm dia. and 2 mm thick covered with PVC sleeve/ with anti-slip powder coating hammer tone, of contrast with the interior décor or 32 mm stainless steel (SS) of 1.6 mm thick, hammer tone.
30.	Volume-III – Annexure-I	Pt. 54 – Stanchion	45	As per AIS-052 and AIS-153. 40.0 mm dia. and 3.00 mm thick M.S. Pipe covered with PVC sleeve of contrast colour	As per AIS-052 and AIS-153. 40.0 mm dia. and 3.00 mm thick M.S. Pipe covered with PVC sleeve/ with

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				with the interior décor / 40.0 mm dia. and 2 mm thick, SS tubing with anti-slip powder coating hammer tone with buzzer switch at the height of 1200 mm.	anti-slip powder coating hammer tone, of contrast colour with the interior décor / 40.0 mm dia. and 2 mm thick, stainless steel (SS) tubing with hammer tone with buzzer switch at the height of 1200 mm.
N.B : PLEASE NOTE THAT AFTER INCORPORATING THE ABOVE AMENDMENTS (PAGE 03 – PAGE 15); THE RFP DOCUMENT HAS BEEN FROZEN					

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Annexure-1 (Pre Bid Meeting dt- 07.12.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Ashok Leyland Limited					
Volume II – DCA					
1.	Volume II - DCA	12.1	Setting up of the Site The designated Depots i.e. Subash Place Depot, Dwarka - Sector-2 Depot and Sukhdev Vihar Depot or any other depot found feasible for the operation of the buses, be handed over to the Operator within 3 months of issuance of LOA for setting up the maintenance facilities required for maintenance & operation of electric buses.	Request authority to include Construction of Concrete flooring with compound walls, roof covered inspection pits and washing bays, rooms for storage, admin, IT, driver rooms and toilets, dining and training rooms, security room, shed for charging stations, Washing pits and depot lighting to be provided by DTC. Operator would develop necessary charging infrastructure and will pay for water and electricity consumption charges only.	As per RFP.
2.	Volume II - DCA	22.3.2	In case of any delay in making the Payment of the Fee to the Operator, the Authority shall pay Damages at the rate of 0.5% (zero point five percent) above the Bank Rate per annum calculated for each day's delay in making the payment subject to maximum of 1 (one) month	In case of any delay in making the Payment of the Fee to the Operator, the Authority shall pay Damages at the rate of 3% (Three percent) above the Bank Rate per annum calculated for each day's delay in making the payment subject to maximum of 1 (one) month of period from the date they become payable to the Operator. It is clarified that any delay	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 07.12.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Ashok Leyland Limited					
			of period from the date they become payable to the Operator. It is clarified that any delay of a period exceeding 90 (ninety) days shall be regarded as an Authority Default.	of a period exceeding 90 (ninety) days shall be regarded as an Authority Default.	
3.	Volume II - DCA	27.2	Deposit in Escrow Account	Request Authority to include the clause below: Daily revenue collection from these buses shall be flown to Escrow Account.	As per RFP.
4.	Volume II - DCA	22.5	Revision of Fee 22.5.1 The Parties agree that the Fee shall be revised after 1 (one) year of putting last bus into operation and will be revised thereafter every year on the basis of variation in CPIIW and WPI in accordance with the terms of this Agreement (“Fee Revision”). 22.5.2 The Operator shall submit to the Authority, no later than 30 (thirty) days prior to the expiry of the aforesaid	Revision of Fee: · The Parties agree that the Fee shall be revised every 12 (Twelve) months on the basis of variation in electricity tariff for charging of Buses, CPIIW and WPI in accordance with the terms of this Agreement (“Fee Revision”). · The Operator shall submit to the Authority, no later than 30 (thirty) days prior to the expiry of the aforesaid period of 12 (Twelve) months, a statement of the input cost of the electricity consumed charging of Buses along with copies of electricity bills	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 07.12.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC)					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Ashok Leyland Limited					
			period, a statement of the input cost of the electricity consumed at the Charging Infrastructure, as provided in Clause 5.12, in the format provided in Schedule-T along with copies of electricity bills clearly segregating the consumption of electricity for the Charging Infrastructure. 22.5.3 The Parties agree that in addition to the provisions of Clause 22.5.2, the Operator shall be entitled to a revision in the PK Fee, to reflect the variation in CPIIW and WPI occurring between the Base Index Date and the Reference Index Date for the relevant Year (the “Indexed Price”). 22.5.4 In the event that the CPIIW and WPI varies by more than 4% (four per cent) between the Reference Index	clearly segregating the consumption of electricity for the Bus Charging. · The Parties agree that the Operator shall be entitled to a revision in the PK Fee, to reflect the variation in Electricity Tariff, CPIIW and WPI occurring between the Base rate/Index and the Reference rate/Index for the relevant period (the “Indexed Price”). · The Parties agree that the formula for revision of fee shall be: $\text{Indexed Fee} = \text{PK Fee} * \{1 + [(10\% * (\text{Ref.ET} - \text{Base ET} / \text{Base ET})) + (10\% * (\text{Ref.CPI-IW} - \text{Base CPI-IW} / \text{Base CPI-IW})) + (30\% * (40\% * (\text{Ref.WPI} - \text{Base WPI} / \text{Base WPI})))]\}$ Whereas; PK Fee: Per km rate provided in the Letter of Award issued to the Operator/Successful Bidder; Base ET: Base Electricity Rate is the Electricity Tariff applicable for Charging of Electric Buses of 7 days prior to last date of Bid submission;	

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Ashok Leyland Limited					
			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 PK Fee until its revision for the following month or Year, as the case may be, in accordance with the provisions of this Clause 22.5.3.	Ref. ET: Reference Electricity Rate is the Electricity Tariff applicable for Charging of Electric Buses as on the date of submission of the statement in accordance with clause..... Base CPI-IW: Base Consumer Price Index for Industrial Worker which is last monthly index available 15 days prior to the Bid Due Date; Ref. CPI-IW: Reference Consumer Price Index for Industrial Worker which is last monthly index available 15 days prior to revision date as per the provisions of the Agreement; Base WPI: Base Wholesale Price Index for All Commodities which is last monthly index available 15 days prior to the Bid Due Date; Ref. WPI: Reference Wholesale Price Index for All Commodities which is last monthly index available 15 days prior to revision date as per the provisions of the Agreement.	
5.	Volume II - DCA		Bus Operation – Penalty shall	Request Authority to include penalty cap	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Ashok Leyland Limited					
			be applied per incident	as per recommendation from DHI vide letter F.No.6(03)/2019-NAB-II(Auto)(19510) dated 22nd Oct 2019 to all STU's. Request to cap penalty for Key performance indicators on Service level agreement at 3% of Invoice Value similar to other states like Karnataka, Gujarat etc. This will enable confidence in Operator in execution of 10 Year contract at the ground level.	
Volume – III					
6.	Volume – III	49	Floor Height Maximum 400 mm from the ground level.	Request authority to allow Floor Heights of 400mm to 900mm for maximum participation. Incase of floor height of 50 mm & 900mm, Suitable wheel chair lift shall be provided to cater disabled persons.	As per RFP.
7.	Volume – III	7.2	The full air suspension system both at front & rear shall be with stabilizer bar and kneeling arrangement of minimum 60 mm at front & rear left side	Request Authority to delete "kneeling arrangement of minimum 60 mm at front & rear left side severally and/ or simultaneously.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Ashok Leyland Limited					
			severally and/ or simultaneously. The reference point of measurement of kneeling shall be the center line of exit & entrance at bus floor level under unladen condition.		
8.	Volume – III	14.1	while roof, rear, sides & skirt panelling would be of aluminium	Request Authority to allow GI Panelling for roof, rear, sides & skirt panelling.	Please refer amendment to RFP document.
9.	Volume – III	20.3	One escape roof hatch having inscribed area of 70 x 50 cm shall also be provided as emergency exit.	Roof escape hatch is not recommended for emergency situation as high voltage systems are mounted on the roof (HVAC, Chiller) Request authority to delete the same	As per RFP.
10.	Volume – III	58	Heating, Ventilation and Air Conditioning (HVAC) Climate Control System/ Ventilation and Air Conditioning (VAC) Climate Control System. 58.1 The HVAC/VAC system for Heating, Ventilation and Air Conditioning / Ventilation and	Request authority to accept only Air conditioning alone. Heating cannot be provided	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Ashok Leyland Limited					
			Air Conditioning Climate Control System shall be provided in the interior whole compartment of the bus as per the environmental conditions of Delhi. The item at note *3 of Annexure-I of DHI's notification no. 1(1)/2019-AEI dated 21.06.2019 is amended vide letter dated 19th November 2019 as under:		
11.	Volume – III – Annexure I	79	24V of minimum 100 - 150 Amps-hour capacity, low maintenance type lead acid batteries conform to IS: 7372-1995 (or latest), or any other source. Maintenance free batteries preferred conforming to IS-14257-1995 or latest.	Request Authority to allow 24V of minimum 100 - 180 Amps-hour capacity	As per RFP.
12.	Volume – III – Annexure I	83	Certificate for each system shall be provided no later than 60 (sixty) days from date of LOA.	Request Authority to Allow submission of certificates during proto inspection	As per RFP.
13.	Volume – III –	86	Demister	Request authority to delete this	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Ashok Leyland Limited					
	Annexure I		A high output two speed in the driver's cabin.	requirement	
14.	Volume – III – Annexure I	87	Cabin Fans: For proper air ventilation, 200 mm 24V DC cabin fan shall be provided on each side pillar or at appropriate location on both side	Request Authority to allow Fan fitment in alternate pillars	As per RFP.
15.	Volume – III	Annexure-2	SPECIFICATION AND COMPLIANCE OF IP CAMERA A. Specification and Compliance of IP Camera B. Specifications and Compliance of Mobile NVR C. Specification and Compliance of Rugged Housing for mNVR D. Specification and Compliance of Panic Button E. Specification and Compliance of Display (7’’) F. Specification and Compliance of Hooter	Request Authority to modify as "ITS kit to meet UBS-2 specification"	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 07.12.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC)					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
<u>M/s PMI Electro Mobility Solutions Pvt. Ltd.</u>					
Commercial					
1.	Volume – I	Brief description of Bidding Process	1.2.4 Bidder is required to deposit, along with its Bid, a Bid Security of Rs.9.00 Crores (Rupees Nine crore only) (the "Bid Security"), refundable not later than 90 (ninety) days from the selection of the Selected Bidder, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement	It is requested, to please reduce the amount of EMD to Rs. 50 Lakh. Further please allow any member in case of a consortium to submit EMD BG in its name on behalf of the Consortium.	As per RFP.
2.	Volume – I	2.2.2 (i) Technical Capacity	OEM shall have applied for registration to Department of Heavy Industry (DHI) (National Automotive Board Under the FAME II scheme, demand incentive shall be admissible only from the date of registration of OEM and date of approval of Models by DHI under Fame II scheme.	We would like to bring to your attention that, DHI has not made it mandatory for OEMs to be registration under FAME II Scheme, as such OEM's registration under FAME I shall continue, please consider the same. As regards the Models, the same needs to be approved by testing	Please refer amendment to RFP document.

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Annexure-1 (Pre Bid Meeting dt- 07.12.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC)					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
<u>M/s PMI Electro Mobility Solutions Pvt. Ltd.</u>					
				agencies like CIRT, ICAT, ARAI, VRDE.	
3.	Volume – I	2.2.2 Technical Capacity	(ii). The Operator should have Stage Carriage Operation/ Contract Carriage Operation experience or combined Ownership and Operation Experience of at least 25 buses in India for State Transport Undertaking/ Public Entities, for at least one year in last three years immediately preceding the Bid Due Date. (attach proof of permits issued by state transport authority)	It is requested, to kindly allow the Stage Carriage Operation/ Contract Carriage Operation experience or combined Ownership and Operation Experience for Private Entities like Schools also.	As per RFP.
4.	Volume – I	2.2.2 Financial Capacity-Turnover	(iii) Bidders shall have a minimum average turnover for the previous three financial years ending March 31, 2020 of minimum Rs. 50 crore (Rupees Fifty crore only), irrespective of the turnover in each year. Certificate duly certified by Statutory Auditor shall be submitted	As Electric Buses are new concept in India, therefore for the sake of better competition between bidders & encourage new OEMs , please reduce the minimum average turnover required as on 31.03.2020 to be Rs. 30 Crore as on 31.03.2020.	As per RFP.
5.	Volume – I	2.2.2 Financial Capacity- Net Worth	(iv).Bidders shall have net worth of Rs. 20 crore (Rupees Twenty crore	As Electric Buses are new concept in India, therefore for the sake of	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
<u>M/s PMI Electro Mobility Solutions Pvt. Ltd.</u>					
			only) in the last financial year i.e. FY 19-20. Certificate duly certified by Statutory Auditor shall be submitted.	better competition between bidders & encourage new OEMs , please reduce the minimum Networth required as on 31.03.2020 to be Rs. 10 Crore on or after 31st March, 2020 but before the due date of submission of the bid.	
6.	Volume – II	2.2	Electricity cost for charging of buses will be borne by the Authority on actual basis up to energy efficiency of 1.4 KWH/Km. However, the amount towards excess consumption of electricity for more than 1.4 KWH/Km. efficiency, will be recovered from the Operator on annual consumption basis. All the other charges towards the electric connection shall be borne by the Operator.	Request you to Modify as: Electricity cost for charging of buses will be borne by the Authority on actual basis up to energy efficiency of 1.5 KWH/Km. However, the amount towards excess consumption of electricity for more than 1.5 KWH/Km. efficiency, will be recovered from the Operator on annual consumption basis.	As per RFP.
Volume III - Technical					
7.	Volume – III – Annexure 1	Point no. 28	The bidder shall make an arrangement to install fast chargers	It is requested to kindly increase the charging time allowed during	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 07.12.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
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<u>M/s PMI Electro Mobility Solutions Pvt. Ltd.</u>					
			for charging of buses during shift change over time of about 60 minutes to meet the operational requirement i.e. 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day.	shift change to atleast 75 Mins.	
8.	Volume – III	3.7	Specific power consumption of electric propulsion system in terms of KW hour per 100 kms as per AIS 039 Standard operating conditions (Indian urban operating cycle) would be ensured along with guaranteed energy consumption level (kilowatt hour per 100 kilometres i.e. kwh per100 km) under GVW and the standard urban operational conditions / cycle.	Electricity power consumption in terms of kms per KW hour should be as per DHI Guidelines.	As per RFP.
9.	Volume – III	7.2	The full air suspension system both at front & rear shall be with stabilizer bar and kneeling arrangement of minimum 60 mm at front & rear left side severally and/ or	Our Suggestion : Will Provide Full Air Suspension both at front & rear with Air Spring without Kneeling Mechanism. Request to keep it optional Kneeling Mechanism.	As per RFP.

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<u>M/s PMI Electro Mobility Solutions Pvt. Ltd.</u>					
			simultaneously. The reference point of measurement of kneeling shall be the center line of exit & entrance at bus floor level under unladen condition.		
10.	Volume – III	9	disc type brakes in front and disc/drum type brakes at rear, with non-asbestos brake lining having temperature and wear characteristics suitable for harsh urban operations	Braking System should be keep it optional : Mandatory ABS System with Front in Disc type & optional for Rear Side Disc or Drum.	As per RFP.
11.	Volume – III	12.2	Battery packs of requisite capacity would be appropriately mounted on to the bus keeping in mind convenience of battery maintenance /charging / replacement etc, safety of system and its maintainability, operation in the corridors of Delhi with Passengers, GVW and AC, 18 hours continuously. However, Buses should be capable of running minimum 140 Km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in	Minimum operation range of 200 KM ± 10% contingency per bus per day shall be possible to be covered with opportunity charging of at least 75 mins in between the shifting, to full charge the bus at 80% SOC, making it a preferred solutions with ‘zero down time’to complete the daily operation range without disturbing your schedule.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
<u>M/s PMI Electro Mobility Solutions Pvt. Ltd.</u>					
			running condition for continuous operation with around 60 minutes shift changeover time. Vehicle shall run for 200 Km + 10% in a day for 18 hours (On actual condition with passengers, GVW and AC in running condition). The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 60 minutes to meet the operational requirement i.e. 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day.		
12.	Volume – III	28.2	The seating layout shall be 2x2 with minimum seating capacity of 35 numbers excluding driver as per AIS-052 shall be in line with the stipulation of AIS 023 (excluding driver) and space for one wheelchair with provision for seat belt, wheelchair anchorage etc. The Bidder shall also indicate standee	For Urban Application of Type I Category standard low floor, Seating Capacity should be in the range between 32-34 Plus Driver Plus Wheel Chair.so amend the same.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
<u>M/s PMI Electro Mobility Solutions Pvt. Ltd.</u>					
			capacity of the bus worked out as per the system given in the bus code. The seating and standee capacity be worked out separately in line with the stipulation of AIS-052.		
13.	Volume – III	42.2	In addition FDSS has to be provided as per AIS135 or as per applicable standards.	FDSS system used for Type III vehicle i.e;Long distance vehicles where standee passengers not allowed so As per AIS:153 FDAS System is mandatory for Type I category i.e;Urban & Sub urban application with standdee passengers with 6+4 kg Fire Extinguishers. So please amend the same.	As per RFP.

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Annexure-1 Pre Bid Meeting dt- 07.12.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC)					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
<u>M/s Azad Coach Pvt. Ltd.</u>					
1.	Volume –I	Clause 2.2.2(i) Para 2 & 3 of Volume - I	OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Midi/Standard Electric Bus (100% battery operated) from the notified testing agencies under rule 126 of CMVR. i.e., CMVR type-approval of at least one model of Electric Bus. In case, Bidder has claimed abovementioned experience of its Associate for the purpose of eligibility of this RFP, then the Bidder is required to submit an undertaking mentioning that the Bidder shall obtain CMVR type approval certificate of electric bus in its name and shall comply with all the DHI eligibility requirements for obtaining the demand incentive for the electric	We are in the process of to get Type Approval of our Electric Bus and we request to amend this terms as “OEM should give undertaking that he will complete the assured you that we will complete the testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard electric Bus (100% battery operated) from the designated testing center in India i.e., CMVR type-approval of at least one model of Electric Bus and the same shall be submit on or before Final Inspection of Proto type Bus.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
<u>M/s Azad Coach Pvt. Ltd.</u>					
			buses to be supplied, before the submission of prototype.		
2.	Volume – II	13.6.1	The Operator shall, no later than 90 (ninety) days from the date of LOA, procure a Prototype and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause 13.5.	We request to please amend this term as “The Operator shall, no later than 120 (One Hundred Twenty) days from the date of LOA, procure a Prototype and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause 13.5.	As per RFP.
3.				You are also requested to please clarify the following also: Clause 2.1.1 1. Is procuring chassis, driver line, BMS from the neighbouring countries considered sub-contracting? 2. Is sub contracting from neighbouring countries permitted in this RFP.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s TriCare EV and Renewables Pvt. Ltd.					
1.	Volume II	16.4.1	The Parties agree that the Authority shall have the exclusive right to determine Routes, frequency and schedules of the Buses as part of Deployment Plan through the Contract Period. The Authority shall provide the routes for Operation as specified in Schedule-J (the “Operational Routes”). The Operator shall only ply Buses on the Operational Routes, unless directed otherwise by the Authority. For the avoidance of doubt, it is clarified that the Authority may amend the Operational Routes with prior notice to the Operator. Provided further that if the Authority amends the Operational Routes pursuant to this Clause 16.4.1, there shall be no reduction in the Annual Assured Bus Kilometres.	Route Determination shall be joint exercise as it will impact the Battery Size and Charging infrastructure.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s TriCare EV and Renewables Pvt. Ltd.					
2.	Volume II	16.4.3	The Authority may after due notification to the Operator, change the route(s)/ frequency/ schedule of the Buses due to any reason whatsoever including but not limited to passenger feedback, special circumstances, festivals and seasonal requirements. In case the Authority makes any such change(s), it shall notify the Operator in writing 5 (five) days prior to implementation of such change.	Sufficient time to be given. Minimum 90 Days to Plan, Supply, install & operate additional EV Charging & power infrastructure, if any, required at at site	As per RFP.
3.	Volume II	16.5.3	The Operator shall make available Buses at prescribed locations as per the Deployment Plan.	Prescribed locations shall be under total kms per day required by authority.	As per RFP.
4.	Volume II	16.5.4	The Authority reserves the right to make changes to the Deployment Plan from time to time. with prior notification, of at least 5 (five) days, of such change to the Operator.	Sufficient time to be given. Minimum 90 Days to Plan, Supply, install & operate additional EV Charging & power infrastructure, if any, required at at site	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 07.12.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s TriCare EV and Renewables Pvt. Ltd.					
5.	Volume II	17.14.4	The Authority shall provide upto 8MW, 3-phase connection at Subhash Place Depot, Dwarka - Sector-2 Depot & Sukhdev Vihar Depot each, or at any other depot found feasible for the operation of the buses, for charging of Buses and the Operator shall provide for a sub- station for step-up and step-down of power within the Maintenance Depots. It is clarified that the distribution of power for the purpose of charging Buses shall be arranged by the Operator and it shall procure Applicable Permits for the same. The expenses towards electricity and water at the Maintenance Depots shall be borne by the Operator.	Authority has planned 100 buses to each depot, If additional load is required to run buses 200 kms per day, please clarify about additional power requirement.	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 07.12.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC)					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
1.	Volume – I	1.1.5 (c) - 1.1.5 The scope of the Project shall mean and include:	Setting up and operation of Bus Maintenance facilities on the Subash Place Depot, Dwarka - Sector-2 Depot and Sukhdev Vihar Depot or any other depot found feasible for the operation of the buses (the “Depot”).	We request you clearly identify the Depot and remove ambiguity such as "any other Depot found feasible". Further, please provided the routes and Schedules in-order to help Bidder assess the project and quote a competitive Bid Price.	As per RFP.
2.	Volume – I	1.1.6 (e) - 1.1.6 Detailed Scope of the Operator broadly includes:	However all movable assets including rolling stock (buses) shall be taken away by the Operator on ‘as is where is basis’	Does it include chargers? or chargers are considered as immovable assets.	As per RFP.
3.	Volume – I	1.16 (n) - 1.1.6 Detailed Scope of the Operator broadly includes:	While calculating penalties/default calculations for fleet availability/ operations, non-availability of buses for a particular day due to failure of power supply from DISCOM source for minimum 6 hours continuously will be excluded for that day.	We request you to not to levy any penalty when there is a failure in power supply from Discom source and it shall have no adverse bearing in relation to Min Assured KM.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
4.	Volume – I	1.2.7(I) - 1.2.7(I) Brief description of Bidding Process	1.2.7 (I) The Lowest Bidder (the “L1 Bidder”) shall be the Selected Bidder. The Authority will offer for award of contract for 200 buses to Lowest Bidder. The contract for remaining 100 buses will be awarded to the L2 responsive Bidder who will agree to match the price of L1 Bidder.	The authority in such a case should give the L1 bidder to chooses the routes for 200 buses before authority offers the routes 100 buses to L2	As per RFP.
5.	Volume – I	1.2.4 - 1.2. Brief description of Bidding Process	1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 9.00 Crores (Rupees Nine crore only) (the "Bid Security"), refundable not later than 90 (ninety) days from the selection of the Selected Bidder, except in the case of the Selected Bidder whose Bid Security shall be retained till it has	The Bid security amount is very high compared to other bids. We request to keep it as 50,000 per bus inline with BMTC concession terms	As per RFP.

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M/s Greencell Mobility					
			provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or Fixed		
6.	Volume – I	2.1.11 - 2.1.11 General terms of Bidding	2.1.11 This RFP is not transferable.	Does this mean there cannot be any change in ownership in the consortium? OR Does this have any bearing on Lender's right to Substitution? Request Clarity.	As per RFP.
7.	Volume – I	2.1.13(a) - 2.1.13(a) General terms of Bidding	(a) Number of members in a Consortium shall not exceed 5 (five) including the Lead Member. The Lead Member shall be any one of OEM (Original Equipment Manufacturer) (vehicle manufacturer) or Bus Operator or PSU (Public Sector Undertaking) or a subsidiary of a PSU. However, none of the members in a Consortium should be under any sort of ineligibility	It should include Aggregator, Financial Investor along with OEM, Operator, PSU or its subsidiaries. Further, it should allow anyone to be Lead Member. Further, in case of Aggregator/ Financial Investor, it must have back-to-back arrangement with OEM and Bus Operator to show its eligibility for participating in the Tender and the Bidder shall submit Documentary evidences towards such back to	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
			under the Bid documents.;	back arrangement	
8.	Volume – I	2.2.1 - 2.2 Eligibility and qualification requirements of Bidder	2.2.1 For determining the eligibility of Bidder, bidding for the project as Single Bidder or to all members of a JV/Consortium, the following shall apply:	It should include Aggregator, Financial Investor along with OEM, Operator, PSU or its subsidiaries. Further, it should allow anyone to be Lead Member. Further, in case of Aggregator/ Financial Investor, it must have back-to-back arrangement with OEM to show its eligibility for participating in the Tender and the Bidder shall submit Documentary evidences towards such back to back arrangement	As per RFP.
9.	Volume – I	2.8.2 - 2.8 Clarifications	2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this	For better understanding and meaningful competitive bidding and transparency requesting Authority to help with the answer for all the queries.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
			Request for Proposal – Bid Documents Volume I: Instructions to Bidders 38 Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.		
10.	Volume - II	2.2 (b) - Article 2 - Scope of Agreement/2.2: Detailed Scope of Operator	2.2. Detailed Scope of the Operator broadly includes...(b)Develop charging infrastructure including development, supply and erection of transformers and all necessary electrical systems, sub-systems, accessories and parts as required for charging Infrastructure in the parent depot, Provide Chargers and maintain complete charging infrastructure including civil infrastructure for undertaking preventive and breakdown maintenance.	Request authority to consider Scope of providing electrical infrastructure including distribution transformers to make power available at 440V for Charging station. Operator's obligation should be limited to only LT infra network from Secondary of Distribution Transformers at 440V to Charging point including provision of Main LT Dist Panel, LT Cables with civil work of cable trench.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
11.	Volume - II	2.2 (i) - Subsidy Bank Guarantee	Subsidy will be released to the successful bidder as and when received from DHI subject to submission of Subsidy Bank Guarantee for the equivalent amount with validity for minimum 5 years	Subsidy BG submitted towards Demand Incentives under FAME II Scheme shall <u>reduce proportionately on an annual basis</u> over the validity period of 5 (five) years. For example, Total Subsidy BG of say INR 10 Lakhs shall reduce to INR 8 Lakhs at the end of First year and same will automatically become zero at the end of 5 th year	Please refer amendment to RFP document.
12.	Volume - II	2.2(j) - Detailed scope of Operator	While calculating penalties/default calculations for fleet availability/ operations, non- availability of buses for a particular day due to failure of power supply from DISCOM source for minimum 6 hours continuously will be excluded for that day.	Request Authority to delete 6 hour qualifying condition from this clause. Any non availability due to power failure should be excluded from KPI calculation.	As per RFP.

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M/s Greencell Mobility					
13.	Volume - II	2.2(j) - Detailed scope of Operator	While calculating penalties/default calculations for fleet availability/ operations, non- availability of buses for a particular day due to failure of power supply from DISCOM source for minimum 6 hours continuously will be excluded for that day.	Request Authority to pay the Operator at unavailed kilometers rate in case of power cuts or grid failure as such an event is beyond Operator's control.	As per RFP.
14.	Volume - II	2.2 (c) - Detailed scope of Operator	Electricity cost for charging of buses will be borne by the Authority on actual basis up to energy efficiency of 1.4 KWH/Km.	Request Authority to clarify if the electricity cost borne and paid by Authority includes connection charges, security deposit and fixed charges.	As per RFP.
15.	Volume - II	5.6 - Advertisement and branding of Buses	The Buses or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Operator or its shareholders, save to the extent as provided in Clause 16.8. The Operator undertakes that it shall not, in any manner, use the name or	Request Authority to grant advertisement rights to Operator to make bid competitive.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
			identity of the Project shareholders to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business.		
16.	Volume - II	4.1.3 - Article-4 Conditions Precedent	The Conditions Precedent required to be satisfied by the Operator within a period of 120 (one hundred twenty) days from the date of this Agreement	The time for conclusion for the Condition Precedent should be increased. Ideally these should be done in 180 days instead. As there are a lot of time consuming activities have to be completed like - Financial Closure, escrow account execution, etc. Further, it should have been linked to satisfaction of specific CP list by Authority such as ROW, Permits etc	As per RFP.
17.	Volume - II	4.3 - 4.3 Damages for delay by the Operator	In the event that (I) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in	This is high in comparison to other STUs . RSRTC is charging 0.05% as damage.	As per RFP.

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M/s Greencell Mobility					
			Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five per cent)		
18.	Volume - II	4.2 - 4.2 Damages for delay by the Authority	In the event that (I) the Authority does not procure fulfilment or waiver of the Condition Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Operator or due to Force Majeure, the Authority shall pay to the Operator Damages in an amount calculated at the rate of 0.01% (point zero one per cent)	The Damage charges should be equal for both the parties. For the operator it is 0.25% where as for Authority it is 0.01%	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
			of the Performance Security for each day's delay		
19.	Volume - II	5.1.2	5.1.2 The Operator shall procure at its cost and expense, all Applicable Permits from Government Instrumentalities including but not limited, the certificate of registration, certification of fitness from the relevant RTO having jurisdiction over the Project and shall operate and maintain the Buses in accordance with the terms and conditions of this Agreement	The stage Carriage Permits should be in the scope of Authority	As per RFP.
20.	Volume - II	5.1.4	5.1.4 The Operator shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement	The stage Carriage Permits should be in the scope of Authority	As per RFP.

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M/s Greencell Mobility					
21.	Volume - II	5.1.6(l) - ARTICLE 5 OBLIGATIONS OF THE OPERATOR	(l) make the payment of all the fees required for obtaining statutory certification, permits, licences, passes etc., during supply, operation and maintenance of buses	The stage Carriage Permits should be in the scope of Authority	As per RFP.
22.	Volume - II	5.12 - Article 5 - Obligations of the Operator	5.12. The Operator agrees that it shall provide for charging infrastructure at the Maintenance Depots for minimum 100 Buses and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Operator agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the purpose of charging of Buses and no other purpose whatsoever. If required, the Operator will install charging infrastructure at the place other than the Maintenance Depot	Request Authority to consider Electric connection supply & cost under the scope of Authority for all parent depot as well as for any other other location.	As per RFP.

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M/s Greencell Mobility					
			at their own cost and in that case, the cost of upstream infrastructure i.e. electricity connection of requisite power load will also be borne by the Operator.		
23.	Volume - II	6.1.2 (b) - Article 6 - Obligations of Authority	6.1.2 (b) provide depots (along with any buildings, constructions or immovable assets, if any , thereon), free from encumbrances, on licence for setting up and operating Maintenance Depots in accordance with the provisions of this Agreement;	Request Authority to provide depot, as per industry standards, with all facilities including but not limited to covered workshop with inspection pits & RCC work bays, work shop utility rooms, covered washing facility, charging infra area, driver rest room, training room, office area, parts warehouse space, covered body shop area, tyre repair area , well developed RCC parking yard with secured bounday wall and separate entry & exit gate with security station, adequate high mast lighting , bore-wells, water & electricity connection, etc along with all plant & machinery required as apart of compliance to factories	As per RFP.

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M/s Greencell Mobility					
				act & environmental compliances applicable for the said depot facility.	
24.	Volume - II	6.1.2 (d) - Article 6 - Obligations of Authority	6.1.2 The Authority agrees to provide support to the Operator and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following: (d)provide, or cause to be provided, reasonable support to the Operator in procuring electric transmission lines and sub-station as specified in Schedule-A, at any location situated within 500 m (five hundred meters)	Request Authority to procure and provide Elelctrical Power connection within the Premise of Depot/Depot sub station	As per RFP.

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M/s Greencell Mobility					
			of the boundary of the Maintenance Depots.;		
25.	Volume - II	9.1.1 - Performance Security	Calculated at approximately 3% (three per cent) of the Project Cost (Cost of Bus X No. of Buses).Cost of bus to be calculated as per the formula given in Clause 1.2.6 of Vol-I of RFP.	Request to make it as 3% of Annual Revenue in line with other STUc	As per RFP.
26.	Volume - II	10.2 - License & Right of Way for Depot sites	(i) making a payment of Rs. 90,000/- per year increased at the rate of 10% at the end of each year per Stage Carriage on the actual number of buses registered in a Depot including the reserve fleet; (ii) passenger facility charges upon operator making a payment of Rs. 10,000/- per Bus per month on the actual number of buses registered including the reserve fleet, where any change in charge for the aforesaid shall paid for/payable to Authority; (iii) For locations other	Request to take these charges in Authority's scope	As per RFP.

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M/s Greencell Mobility					
			than parent depots, if required by the operator on making a payment of Rs 123.98/sqm/month increased at the rate of 5% at the end of each year;		
27.	Volume - II	14.1.4 - ARTICLE 14 ENTRY INTO COMMERCIAL SERVICE	Operator shall pay to the Authority as Damages, 0.1% (point one per cent) of the Performance Security per Bus for each day of delay for each bus until all items of the Punch List are rectified.	Request to reduce the Damage to 0.01% of the security deposit per bus per day	As per RFP.
28.	Volume - II	14.3 - ARTICLE 14 ENTRY INTO COMMERCIAL SERVICE	14.3 Damages for delay If COD does not occur within 180 days from the date of handing over of Maintenance Depot (i.e. Subash Place Depot, Dwarka - Sector-2 Depot and Sukhdev Vihar Depot or any other	Request to reduce the Damage to 0.01% of the security deposit per bus per day	As per RFP.

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M/s Greencell Mobility					
			depot found feasible for the operation of the buses), unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Operator shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until COD is achieved.		
29.	Volume - II	12.1 - Setting up of Maintenance Depots	The designated Depots i.e. Subash Place Depot, Dwarka - Sector-2 Depot and Sukhdev Vihar Depot or any other depot found feasible for the operation of the buses, be handed over to the Operator within 3 months of issuance of LOA for setting up the maintenance facilities required for maintenance & operation of electric buses.	For prototype infra setup, depot handover will be required earlier.	As per RFP.

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M/s Greencell Mobility					
30.	Volume - II	13.10.1 - Readiness of commercial service	The Operator agrees that it shall undertake such activities as required under Applicable Law, Applicable Permits and Good Industry Practice for achieving Readiness for Commencement of Services. Without limiting the generality of the foregoing, the such activities shall include:	Request Authority to assume payment of road tax/passenger tax/ MV tax/Green tax/SRT as permit procurement is Authority's responsibility.	As per RFP.
31.	Volume - II	16.6.1 - 16.6 Incidents En-Route	16.6.1 In case of breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within {2 (two) hours}of breakdown. The Operator shall immediately provide a replacement Bus to complete the route after such Bus failure, failing which it will be deemed as an Operator Event of	Two hours is too short a window and at least 5 hrs should be given for toeing the bus away. Moreover the penalty of 0.5% of the Performance Security per bus is too high. This is a normal incidence so the penalty should be very reasonable. It should be 0.01%	As per RFP.

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M/s Greencell Mobility					
			Default and the Operator shall be liable to pay Damages at the rate of 0.5% of the Performance Security per Bus.		
32.	Volume - II	16.6.3 - 16.6 Incidents En-Route	16.6.3 In an unforeseen event involving unruly behaviour by passengers or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the route or go back to the Bus Depot, then the Operator shall arrange to tow-away such Bus immediately and if failed to tow within 2 (two) hours of such occurrence, failing which Operator shall be liable to pay Damages at the rate of 0.2% of the Performance Security per Bus.	In these kind of incidence the Operator should not be penalised but should be supported by the Authority during such kind of incidence 2 hrs time for removing the bus should be increased and penalty is very high. Requesting Authority to remove this fine of 0.2 % of Performance Security.	As per RFP.

DELHI TRANSPORT CORPORATION STRATEGIC BUSINESS UNIT, HAUZ KHAS BUS TERMINAL NEW DELHI-110 016 (INDIA)	ADDENDUM NUMBER 1 & REPLIES TO QUERIES” IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_197163_1)
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Annexure-1 (Pre Bid Meeting dt- 07.12.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC)					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
33.	Volume - II	16.8.2 - 16.8 Advertising on Buses and Maintenance Depots	16.8.2 The Authority shall display advertisements on the Buses and Maintenance Depot in accordance with any instructions issued by the Authority in regard thereto, and provisions of Applicable Laws. The responsibility of advertisement mounting, dismounting, maintenance and any damage to bus due to advertisement shall be in the scope of Authority.	The Operator should be allowed to advertise and appropriate revenue from this activity. This would help authority to get lower bids.	As per RFP.
34.	Volume - II	17.14.4 - 17.14 Maintenance Depots	The Authority shall provide upto 8MW, 3-phase connection at Subhash Place Depot, Dwarka - Sector-2 Depot & Sukhdev Vihar Depot each, or at any other depot found feasible for the operation of the buses, for charging of Buses and the Operator shall provide for a sub-station for step-up and step-down of power within the Maintenance Depots. It is clarified that the	To maintain reliable power connection for charging stations, it is requested that the authority should make provision for redundancy, such as (1) 11KV /or 22 KV/ or 33KV Incoming supply from two sources (DISCOMs/Sub-stations). (2) Minimum 2 Nos of Transformers, so that in case of failure of one transformer, supply will continue	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
			distribution of power for the purpose of charging Buses shall be arranged by the Operator and it shall procure Applicable Permits for the same. The expenses towards electricity and water at the Maintenance Depots shall be borne by the Operator.	for charging station operation. Request authority to finalize the Depot sites and remove "or at any other depot found feasible"	
35.	Volume - II	17.14.5 - 17.14 Maintenance Depots	17.14.5. The Operator agrees and undertakes to set up and operationalise, subject to the provisions of Clause 17.14.2, each of the Maintenance Depots within 6 (six) months from the date of issuance of LOA, and in the event of delay for any reason except if solely on account of Force Majeure or breach of this Agreement by the Authority, the Operator shall pay Damages to the Authority in a sum equal to 0.01% of the Performance Security for each day of delay in	Request Authority to consider time reference (6 months) from the date of providing /granting vacant access and Right of Way of the Depot , instead of reference from the date of issuance of LOA.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
			setting up and operationalising a Maintenance Depot, and if such delay exceeds 100 days, the Authority shall be entitled to terminate this Agreement forthwith.		
36.	Volume - II	17.15.2 - 17.15. Maintenance facilities	17.15.2. The Parties agree that the Maintenance Depots may be set up and operationalised under this Clause 17.15.1 by procuring the maintenance facilities and equipment in a phased manner; provided, however, that all the facilities and equipment specified in this Clause 17.15.1 shall be installed and operationalised within the 6 (six) months of issuance of LOA.	Request Authority to consider time reference (6 months) from the date of providing /granting vacant access and Right of Way of the Depot , instead of reference from the date of issuance of LOA.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
37.	Volume - II	17.15, 17.15.1 (g) - Maintenance facilities	Such maintenance facilities and equipment shall include: (g) Wi-Fi data retrieval and diagnostic system facilities;	Please elaborate the requirement of Wi-Fi data retrieval. We also assume that the Authority will provide the Wi-Fi connectivity with required internet bandwidth at the depot location. Please confirm.	As per RFP.
38.	Volume - II	17.15, 17.15.1 (h) - Maintenance facilities	Such maintenance facilities and equipment shall include: (h) hardware (2 (two) desktop computers) and software for the Maintenance Management Information System (the “MMIS”).	1. What are the expected functionalities from the software for the MMIS? 2. Please confirm whether the current ITMS solution deployed by Authority has Depot Management module including the Maintenance Workshop management, Inventory management, Staff attendance, Rostering, and Dispatch module. If yes, whether the operator is suppose to use the same for Depot operations and Authority will arrange training for using the same to the service provider staff? Please confirm.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
39.	Volume - II	ARTICLE 19 MONITORING OF OPERATION AND MAINTENANCE - 19.7 Real Time Data Access	The Operator agrees that it shall provide for real time data monitoring and provide the Authority access to the raw feed of the monitoring system pertaining to the performance of the Operator under this Contract as generated by ITS	With this clause, we assume that the authority is having full fledged ITMS software already implemented and the service provider is supposed integrate the feed from the In-Bus ITS components to the existing AVLS module. Please confirm our understanding	As per RFP.
40.	Volume - II	ARTICLE 19 MONITORING OF OPERATION AND MAINTENANCE - 19.7 Real Time Data Access	The Operator shall install the data monitoring system as provided in Schedule-Q hereto	The Schedule-Q data is missing. Please provide the details.	As per RFP.
41.	Volume - II	Article 20.5.5 - Article 20 - Key Performance Indicators	The average speed of Bus movement from the beginning point to the termination point during any hour of the day, including stops, shall not be less than 15 (fifteen) kilometres per hour. For the avoidance of doubt, stops at the bus stop shall not be less than 30 (thirty) seconds each.	While the speed clause is desirable, it cannot be binding as external factors are involved. Speed might be lesser due to congestion.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
42.	Volume - II	20.10 - 20.10 Damages for failure to achieve key performance indicators	In addition to the already existing clause, the Operator shall pay Damages as per Annex-I of Schedule – I subject to the capping of 5% of the total amount of invoice in a month. The Damages/penalties will be revised @5% after every two years.	Request to make the capping as 1% in line with other STUs. Remove the revision clause -"The Damages/penalties will be revised @5% after every two years"	As per RFP.
43.	Volume - II	22.3.2 - Payment of Fee	The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, make the payments. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law.	Please make it 15 days inline with MCA & other STU tenders. This will make the bids competitive.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
44.	Volume - II	22.4.2 - Annual Assured Km Payment	In the event the Authority is unable to demand from the Operator Bus Kilometres up to Annual Assured Bus Kilometre in totality for all the buses (i.e. 73,000 km X no. of buses Scheduled for operation), the Authority will pay to the Operator, the fee for Annual Assured Bus Kilometre (the “Annual Assured Payment Amount”).	Please clarify the payment for excess KMs beyond annual assured kms	As per RFP.
45.	Volume - II	22.5.1 - 22.5 Revision of Fee	22.5.1 The Parties agree that the Fee shall be revised after 1 (one) year of putting last bus into operation and will be revised thereafter every year on the basis of variation in CPIIW and WPI in accordance with the terms of this Agreement (“Fee Revision”).	Fee revision should be available after every 6 months in-line with other state concession agreement such as UP, RSRTC etc .	As per RFP.
46.	Volume - II	23.3.3 - 23.3 Location of Training	23.3.3 The driving training simulator to be provided by the Operator shall be a computer controlled visual system showing the road and signals ahead and	Request Authority to make Driving Training Simulatoras an" optional requirement" as Electric Bus specific Driving training simulator development with desired	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
			interfaced with the driver’s controls. The simulator shall include:.....	specifications and quality is a major concern.	
47.	Volume - II	24.2.2 - 24.2 Provision of Spares upon Termination	24.2.2 Without prejudice to the provisions of Clause 24.2.1, the Authority may, in its discretion, require the Operator to provide an additional inventory of Spares, equivalent in all respects to the inventory of Spares specified in Clause 24.2.1, or such proportion thereof as the Parties may by mutual agreement determine	Authority should be requested that additional spare parts should be provided at cost.	As per RFP.
48.	Volume - II	24.2.3 - 24.2 Provision of Spares upon Termination	24.2.3 All Spares provided by the Operator under this Clause 24.2 shall carry a warranty of 30 (thirty) months from their delivery or 24 (twenty four) months from the date of its repair or replacement whichever is earlier, as the case may be, free of cost to the Authority.	Warranty policy is proprietary of the OEM.AMC can be used apart from warranty wherever is required.	As per RFP.

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M/s Greencell Mobility					
			The terms of such warranty shall be determined in accordance with Good Industry Practice		
49.	Volume - II	25.1 - Article 25	The Operator shall procure that in each insurance policy, the Authority shall be a co-insured	The buses will be registered in the name of the Operator and not in the name of the Authority. So can Authority be co-insured?	As per RFP.
50.	Volume - II	21.1.1 - 21.1 Financial Close	The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 60 (sixty) days, subject to payment of Damages to the Authority	Timeline to achieve Financial Close should be 180 days from date of this agreement with further period of 120 days instead of 90 days and 60 days .This is as per as <u>Niti Ayug MCA which states:-</u> The Operator hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding [120 (one hundred and twenty)] days,	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
51.	Volume - II	26.1.1 - ACCOUNTS AND AUDIT (Audited accounts)	The Service Provider shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 30 (thirty)days of the close of its accounting year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement.	We request to amend the clause as following: The Operator shall provide [2 (two)] copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within statutory time limits as per Company Act 2013 of the close of its accounting year to which they pertain and such audited accounts,	As per RFP number DCGM/SBU/940/2020/AC.
52.	Volume - II	26.1.2 - ACCOUNTS AND AUDIT (Audited accounts)	The Operator shall, within [30 (thirty)] days of the close of each quarter of its accounting year, furnish to the Authority its unaudited financial results in respect of the preceding quarter	We request to amend the clause as following: The Operator shall, within statutory time limits as per SEBI (Listing Obligation and Disclosure Requirement) of the close of each quarter of its accounting year, furnish to the Authority its unaudited financial results in respect of the preceding quarter	As per RFP.

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M/s Greencell Mobility					
53.	Volume - II	26.1.3 - ACCOUNTS AND AUDIT (Audited accounts)	On or before the expiry of [2 (two)] months after its accounting year, the Operator shall provide to the Authority, for that accounting year, a statement duly audited by its Statutory Auditors	We request to amend the clause as following: within statutory time limit as per Company Act 2013, after its accounting year, the Operator shall provide to the Authority, for that accounting year, a statement duly audited by its Statutory Auditors	As per RFP.
54.	Volume - II	26.2.1 - ACCOUNTS AND AUDIT (Appointment of auditors)	The Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of [3 (three)] reputable firms of chartered accountants (the “Panel of Chartered Accountants”), such list to be prepared substantially in accordance with the criteria set forth in Schedule-R.	We request to amend the clause as following: The Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of [3 (three)] reputable firms of chartered accountants (the “Panel of Chartered Accountants”). (criteria set forth in Schedule-R would be removed)	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
55.	Volume - II	26.2.3 - ACCOUNTS AND AUDIT (Appointment of auditors)	Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm (the “Additional Auditors”) from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.	We request to delete this clause	As per RFP.
56.	Volume - II	27.1 , 43 , 2.3.1 of Schedule M - Escrow Account Opening	27.1.1 The Authority shall prior to the Appointed Date open and establish an account (“Escrow Account”) with a Bank (“Escrow Bank”) 43 “Escrow Account” means an Account which the Operator shall open and maintain with a Bank..... 2.3.1 Within {insert number of days} days from the date of this	There are conflicting reference on who will open Escrow Account - Article 27.1 (<i>Authority to Open</i>), Article 43. Definition of Escrow Account (<i>Operator to open</i>), and Clause 2.3.1 of draft Escrow agreement (<i>Operator to open</i>). It should be Operator who should open the account as money which are being transfered into the Escrow	As per RFP.

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M/s Greencell Mobility					
			Agreement, and in any case prior to the Appointed Date, the Operator shall open and establish the Escrow Account	Account are only post approval of invoices by the Authoirt. Accordingly, request you to rectify the same. It is very important from the Bankability of the Concession Agreement.	
57.	Volume - II	27.3.1 , 4.1.1 of Schedule M - Withdrawal from Escrow Agreement	27.3.1 The Operator shall, at the time of opening the Escrow Account, give irrevocable instructions..... 4.1.1 At the beginning of every month, or at such intervals as the Authority may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account.....	Post approval of Operator invoices, Operation of Escrow Account shall be with Operator in discussion with Lender’s Representative. Authority shall not instruct (there are conflicting reference on who will instruct Escrow Bank – Article 27.3.1 (Operator to instruct), Clause 4.3.1 of draft Escrow agreement (Authority to instruct) for the same. Accordingly, request you to rectify the same. It is very important from the Bankability of the Concession Agreement, Lender's has raised this issue and questioned the operator	As per RFP.

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M/s Greencell Mobility					
				ability to make payment from the Escrow Account.	
58.	Volume - II	29.7.2 (a) - Force Majeure	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;	On occurrence of Non Political Event (ex. COVID19 like situation) 50% of such cost and losses attributable to such force Majeure to be reimbursed by Authority. Please note Operator continue to incur its fixed cost in such scenarios and same should be shared equally by the Authority and Operator.	As per RFP.
59.	Volume - II	29.11.1 - Excuse from performance obligations	If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that: the suspension of performance shall be of no greater scope and of no	Request to delete this clause	As per RFP.

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M/s Greencell Mobility					
			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.		
60.	Volume - II	32.5(a) - 32.5 Other rights and obligations of the Authority	(a) take possession and control of the Buses and Maintenance Depots forthwith;	Operator should be allowed to remove the buses from the Depot as the buses are registered in the name of the Operator.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
61.	Volume - II	ARTICLE 33 DIVESTMENT OF RIGHTS AND INTEREST - 33.1.1 (c) Divestment requirements upon expiry of the Agreement Period	(c) deliver and transfer relevant records, reports and Intellectual Property pertaining to 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 Authority to operate and maintain the Buses and Maintenance Depots, and execute such deeds of conveyance, documents and other writings as the Authority may reasonably require in connection therewith	Usually various standard (COTS) applications will be used by the operator and the Intellectual property of such softwares, databases, processing logics etc. does not even belong to the operator. Hence it is not technically possible to transfer IP of such softwares. However, the built drawings, operational data can be handed over to the authority. Please amend the clause accordingly.	As per RFP.
62.	Volume - II	37.1.2 - Limitation of Liability	The Authority shall indemnify, defend, save and hold harmless the Operator against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (a) defect in title and/or the rights of the Authority in the land	The Authority shall indemnify, defend, save and hold harmless the Operator against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (a) defect in title and/or the rights of the Authority in the land	As per RFP.

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M/s Greencell Mobility					
			comprised in the Site and Depot Sites, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Operator 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 Operator, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Operator.	comprised in the Site and Depot Sites, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Operator 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 Authority, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Authority.	

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
63.	Volume - II	39.3.2 - Arbitration	There shall be an arbitral tribunal comprising 3 (three) arbitrators, of whom each Party shall select 1 (one), and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.	There shall be an arbitral tribunal comprising 3 (three) arbitrators, of whom each Party shall select 1 (one), and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment of third arbitrator shall be made in accordance with the Rules. The appointment of third arbitrator by the rules shall be final. No party shall challenge its appointment in any court of law.	As per RFP.
64.	Volume - II	39.3.5 - Arbitration	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.	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. For avoidance of doubt, Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 07.12.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
				published; the Service provider & Authority shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.	
65.	Volume - II	43 - Reference Index Date	Reference Index Date for and in respect of a Year, means the last date of the month which shall have closed no later than 30 (thirty) days prior to commencement of that Year;	It logically means Dec'31 of every year. Requesting clarification that "Year" means year counted from FCOD when revision is applicable	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
66.	Volume - II	Schedule-C, I (2) - Applicable Permits	1.The following permits shall be obtained by the Operator: 2. For Depot: (a) Fire safety clearance from Fire Department (b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets (c) Customs Clearance Certificate for any testing or maintenance equipment (if needed) (d) Clearance of Pollution Control Board for installation of diesel generator sets (e) License from Inspector of factories or other competent authority. (f) Clearance of Pollution Control Board for Asphalt Plant (if needed) (g) Any other permits or clearances required under Applicable Laws	Request Authority, being the legal owner of the Depot land and facility , to consider scope of obtaining all depot related permits. Operator will provide all necessary supporting information /documents relating to the Operator's work scope to facilitate Authority for the same.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
67.	Volume - II	SCHEDULE –I OPERATION AND MAINTENANCE REQUIREMENTS - (w) - Infrastructure and other requirements for repair and maintenance functions of Bus:	iii. Control Centre facilities duly equipped with microprocessors, communications and other related facilities	This control centre specific clause is contradicting within the RFP and hence should be removed. We assume that the Control centre facility is already available with the authority and same must be used by the service provider. Please confirm and amend the clause accordingly.	As per RFP.
68.	Volume - II	Schedule–L, Point K - Maintenance Depots Equipment	K-55 # Desk tops and laptops, printers, related hard ware and software; cash counting, safe cash storage and handling equipment	We can understand about the Desktops, laptops and printers and related hardware and software whereas the Cash counting, Safe Cash storage and handling equipments should be outside the supply scope of the operator. Please amend the clause accordingly.	As per RFP.
69.	Volume - II	Schedule-L, Point L - Maintenance Depots Equipment	L-56. Basic Control Centre equipment including those related to IT, ITS, communication, display, etc. - hardware and software	This control centre specific clause is contradicting within the RFP and hence should be removed. We assume that the Control centre facility is already available with the authority and same has to be used	As per RFP.

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M/s Greencell Mobility					
				by the Operator. Please clarify and amend the clause accordingly	
70.	Volume - II	Schedule-L, Point M - Maintenance Depots Equipment - Other ITS	M-58. Electronic type passenger Information display boards at Bus Stops etc.	As per point 37.page 24 of document "Volume_III_Technical_Specifications_E_Bus_03122020"; only 4 nos. of PIS Display Boards are supposed to be deployed on bus. Please remove the given point 58, as it is giving an impression that the operator is supposed to supply the PIS display boards on all the Bus stops as well, which is not the case.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
71.	Volume - II	3.1..1 of Schedule M - 3.1 Deposit by the Authority	3.1 Deposit by the Authority 3.1.1 The Authority agrees and undertakes that it shall deposit into and/or credit the Escrow Account with; (a) Fee in accordance with Article 22 of the agreement wherein the Authority shall at all times throughout the Contract Period maintain in the Escrow Account, a balance of at least an amount equivalent to {2 (two)} months’ estimated Fee; (b) Any other monies disbursed by the Authority to the Operator; (c) Damages payable to the Operator; (d) Termination Payments.	Authority should deposit the Ticket collection as other STUs are doing in the Escrow Account.. Same will improve the bankability of concession.	As per RFP.
72.	Volume - II	8.1 of Schedule M - Supplementary Escrow Agreement	The Authority and the Operator shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank	The Operator and the Lender's Representative shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank. This a requirement from Lenders	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
				side we have seen while financing other projects	
73.	Volume - III	2.5, 2.6, 2.7 - Vehicle Life	The bus shall be designed with respect to its body and different aggregates/systems /sub systems to operate in city service for at least 12 years or 10,00,000 km whichever is earlier.	As the contract is for 10 years, This should be revised accordingly	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
1.	Volume-I	2.2.2	Eligibility and qualification requirements of Bidder-Similarly, in the event of Bus Operator is neither a Bidder nor a member of the Consortium, the Bidder shall enter into a back to back agreement with the Bus Operator. The Bidder shall submit documentary evidences as given above for Bus Operator to support the claim.	In case OEM is sole bidder the condition of back to back agreement with bus operator should not be applicable at the bidding stage. In case of award to OEM it can may up with operator at later stage.	As per RFP.
2.	Volume –III	1.4	The CMVR is obviously a mandatory requirement, however, UBS II shall be considered in case of any specification is not specified in CMVR including AIS-052 and technical specifications of the tender documents.	CMVR requirement and Tender requirement are superior to UBS II. Hence, kindly consider to remove UBS II additional requirement from RFP.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
3.	Volume –III	2.1	The bus design shall be suitable for daily operation of 16 to 20 hours in city service with peak loading of over 100 passengers [@68 Kgs+ 7 Kgs=75 Kgs each], average traveling speed of about 20 Kms per hour with starts/stops after every 300 to 500 m. To take care of the peak over load of about 20% the bus has to have buffer Power to pull this load comfortably over a gradient of 17%, for which the Tyre rating should be such that it meets the requirement of peak hour loading.	Peak loading of over 100 passenger is the payload to be considered for GVW, and above that 20% percent additional peak load is expected for buffer power over gradient of 17%. Kindly consider GVW to be derived as per AIS 052 (Sitting + Standee passengers as per area available defined in AIS 052 + Driver+ Wheel chair occupant).	The Type-1 bus shall meet design for sitting and standing passenger capacities in terms of AIS-052 and additional requirements of the peak load as per requirement of RFP. The requirement of peak over load of 20% is on pay load to the worked out as per AIS-052. Gradability (stand-start) – 17% minimum as per RFP.
4.	Volume-III	3.7	Specific power consumption of electric propulsion system in terms of KW hour per 100 kms as per AIS 039 Standard operating conditions (Indian urban operating cycle) would be ensured along with guaranteed energy consumption level (kilowatt hour per 100 kilometres i.e. kwh per100 km) under GVW and the standard urban operational conditions / cycle.	Request clarity on expected guaranteed energy consumption	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
5.	Volume-III	14.1	while roof, rear, sides & skirt panelling would be of aluminium.	Please specify the rear area as the previous line allow usage of FRP at Rear end	Please refer amendment to RFP document.
6.	Volume-III	17.17	Striker plate shall be fitted at the closing end of locks.	Not applicable for door without lock arrangement	As per RFP.
7.	Volume-III	17.18	All the handles shall match to the decor of its fitment location or shall be chrome plated.	Request to allow powder coating in place of chrome plating	Please refer amendment to RFP document.
8.	Volume-III	17.20	Foot step lighting: Suitable lighting source shall be provided that shall get actuated upon switching on headlights and door opened condition. It shall provide adequate ground illumination next to service doors for the distance of 1000 mm from the edge of footstep.	No foot step provided and light provided over the door while enter/exit will illuminate while the door is open, irrespective of head lamp ON/Off	Clause 49.12 of Vol-III will meet the requirement of Entry/ Exit lights.
9.	Volume-III	23.1	Bus floor design would be without internal steps in front and middle passenger saloon floor area.	Word saloon floor area to be replaced with saloon low floor area. Kindly consider to replace.	Please refer amendment to RFP document.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
10.	Volume-III	25.2	All handrails shall be of MS tubing of 32 mm dia. and 2 mm thick covered with PVC sleeve contrasting with the interior décor / 32 mm SS of 1.6 mm thick, with anti-slip powder coating hammer tone. Minimum two number of roof hand rails shall be provided in the saloon area.	Request to consider Hammer tone powder coating with MS tubing as optional	Please refer amendment to RFP document.
11.	Volume-III	26.1	The stanchions shall be of 40.0 mm dia. and 3.00 mm thick M.S. Pipe covered with PVC sleeve of contrast colour with the interior décor / 40.0 mm dia. and 2 mm thick, SS tubing with anti- slip powder coating hammer tone.	Request to consider Hammer tone powder coating with MS tubing as optional	Please refer amendment to RFP document.
12.	Volume-III	35.1	A suitable non- metallic, fire resistant, energy absorbing cover shall be provided for the wiring harness and other exposed parts below the instrument panel. The cover shall be so constructed that in the event of a collision it shall not cause major injury to the driver.	Clarity required.	As per RFP. The clause is self explanatory.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
13.	Volume-III	40.1	Front wind screen in the bus shall be in single piece design, plain/ flat with curved corners, PVB film laminated of float Glass, ‘AA’ Grade safety glass of minimum thickness of 8.0 mm with demisting feature/system.	Separate demisting unit shall be provided. Kindly consider the request.	As per RFP.
14.	Volume-III	42.2	In addition FDSS has to be provided as per AIS135 or as per applicable standards.	Not applicable for EV as per AIS 135. Kindly remove FDSS requirement.	As per RFP.
15.	Volume-III	55.2	However, the onetime testing of HVAC/ VAC System, shall be carried out from the authorized agencies, in case the said system is not covered under Type Approval Certification to be issued by the Testing Agency.	Until & Unless a standard is notified by MoRTH, Test agency does not issue Type approval Certificate or report for any test however a test report from authorised test agency shall be provided.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
16.	Volume-III	12.2	However, Buses should be capable of running minimum 140 Km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in running condition for continuous operation with around 60 minutes shift changeover time. Vehicle shall run for 200 Km + 10% in a day for 18 hours (On actual condition with passengers, GVW and AC in running condition). The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 60 minutes to meet the operational requirement i.e. 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day.	Clarification required over applicable condition for 140 km range Amendment requested: 1. Required one no. of opportunity charging of 75 mins (actual charging time). 2. Recommended Battery life 3500 cycles instead of 1000 cycles 3. Bus will required one night charge of ~2 Hrs and one no. opportunity charging time of 75 mins(actual charging time) to cover given operational range. Bus will charge with DC off board fast charger	As per RFP.
17.	VOLUME I	1.1.16 L	Vehicle shall run for 200 Km + 10% in a day (On actual condition with passengers, GVW and AC, <u>18 hours continuous operation with around 60 minutes shift</u> change over time).	Is Shift change over time is including in 18 hours or is it additional so that accordingly we can plan for EV Charging Infrastructure	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
18.	VOLUME I	1.1.16 L	The Bidder shall make an arrangement to install fast chargers for <u>charging the Buses during Shift Changeover time of about 60 minutes</u> to meet operational requirement	We request Authority to increase to 75 mins for opportunity charging	As per RFP.
19.	Volume-II	10.1	The site for Maintenance depot shall be provided & granted by Authority to Operator as licensee under & in accordance with this agreement	Total land/Area to be provide for Night Charging at Depots	As per RFP. Bidder may visit the site of maintenance depot(s) before submitting the bid.
20.	Volume II	16.4.3	In case Authority wants to change frequency/ route (s)/ schedule of Buses, it shall notify the operator in writing <u>5 (five) days prior to implementation of such change</u>	Sufficient time to be given. Minimum 90 Days to Plan, Supply, install & operate additional EV Charging & power infrastructure, if any, required at at site	As per RFP.
21. 2 2	Volume II	Schedule J Deployment Plan	<u>Deployment Plan</u> to be notified after Delivery of Proto Charger	Please provide the Total time available between insheddding of first bus and last bus at each depot for shift change/ Opportunity Charging i.e. Opportunity Charging Window	As per RFP.
22.	Volumell	Schedule J Deployment Plan	<u>Deployment Plan</u> to be notified after Delivery of Proto Charger	We request Authority to kindly confirm no. of buses at a time to come for opportunity charging	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
23.	Volume-II	9.1.1	The Operator shall, for the performance of its obligations hereunder till the expiry of the Contract Period, provide to the Authority no later than 30 (thirty) days from the date of LOA, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [****] (Rupees)1 in the form set forth in Schedule-D (the “Performance Security”). Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Operator.	We request The Performance Security should be on reducing method over contract period	As per RFP.
24.	Volume- II	9.4	The Selected Bidder/Operator shall deposit additional Bank Guarantee of equivalent amount of Demand Incentives to be received under FAME II Scheme (the “Demand Incentive”) prior to release of Demand Incentives to the Selected Bidder/ Operator. The said Bank Guarantee remain	We requestthe BG for “Subsidy Performance Security” should be on reducing method over period of 5 years.	As per RFP.

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M/s JBM Auto Limited					
			valid till 5 (five) years from the date of issuance of the Bank Guarantee.		
25.	Volume-II	16.8.5	The Authority shall be entitled to appropriate entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depot.	We request Operator should be entitled to revenue generated from the display of advertisements on the Buses by the Authority or Third party appointed by the Authority	As per RFP.
26.	Volume II (DCA)	22.4.1	The Authority agrees that the Deployment Plan shall ensure the average Bus Kilometres scheduled per Bus in a continuous period of 12 (twelve) calendar months, commencing from the Commercial Operation Date of the respective Buses, will be no less than 73,000 kilometre (the “Annual Assured Bus Kilometre”).	we request to increase annual assured bus KM as below for compative PKM rate 220 km x 350 days = 77000	As per RFP.
27.	Volume-II		Excess kilometer over and above assured Kilometers	We request to clarify Fee for excess KM	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
28.	Volume-II	22.4.3	The Authority shall make the payments to the Operator within the period specified in Clause 22.3.2. In case of any delay in making the Payment of the Fee to the Operator, the Authority shall pay Damages at the rate of 0.5% (zero point five percent) above the Bank Rate per annum calculated for each day's delay in making the payment subject to maximum of 1 (one) month of period from the date they become payable to the Operator.	we request to pay interest for delay in payment of fee for all days of delay	As per RFP.
29.	Volume-II (DCA)	22.3.2	The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, make the payments.	we request to pay within a period of 15 days from receipt of the invoice	As per RFP.
30.	Volume-II (DCA)	20.1	In addition to the already existing clause, the Operator shall pay Damages as per Annex-I of Schedule – I subject to the capping of 5% of the total amount of invoice in a month. The Damages/penalties will be revised	we request to cap Damage/Penalties @3% of the total amount of invoice in a month.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
			@5% after every two years.		
31.	Volume II (DCA)	24.2.1	The Operator shall provide to the Authority, free of charge, an inventory of Spares along with the Maintenance Depots transferred under this Article 24.	we request The Operator shall provide to the Authority, on chargeable basis, an inventory of Spares along with the Maintenance Depots transferred under this Article 24.	As per RFP.
32.	Volume II (DCA)	26.1.1	The Operator shall provide [2 (two)] copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within [90 (ninety)] days of the close of its accounting year to which they pertain and such audited accounts,	we request The Operator shall provide [2 (two)] copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within statutory time limits as per Company Act 2013 of the close of its accounting year to which they pertain and such audited accounts,	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
33.	Volume II (DCA)	26.1.2	The Operator shall, within [30 (thirty)] days of the close of each quarter of its accounting year, furnish to the Authority its unaudited financial results in respect of the preceding quarter	we request The Operator shall, within statutory time limits as per SEBI (Listing Obligation and Disclosure Requirement) of the close of each quarter of its accounting year, furnish to the Authority its unaudited financial results in respect of the preceding quarter	As per RFP.
34.	Volume II (DCA)	26.1.3	On or before the expiry of [2 (two)] months after its accounting year, the Operator shall provide to the Authority, for that accounting year, a statement duly audited by its Statutory Auditors	we request within statutory time limit as per Company Act 2013 , after its accounting year, the Operator shall provide to the Authority, for that accounting year, a statement duly audited by its Statutory Auditors	As per RFP.
35.	Volume II (DCA)	26.2.1	The Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of [3 (three)] reputable firms of chartered accountants (the “Panel of Chartered Accountants”),	we request Criteria set forth in schedule-R would be deleted	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
			such list to be prepared substantially in accordance with the criteria set forth in Schedule-R.		
36.	Volume II (DCA)	26.2.3	Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm (the “Additional Auditors”) from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.	we request to delete this clause	As per RFP.
37.	Volume II (DCA)	13.9	In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not attributable to the Authority or due to a Force Majeure Event, the Operator shall pay Damages at the rate of Rs. 2500/- per bus per day for first thirty days of delay in the delivery of Bus and Rs. 5000/- per bus per day after thirty days of delay in the	We request to cap the maximum penalty upto 1% of the cost of each bus	As per RFP.

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M/s JBM Auto Limited					
			delivery of Bus (whose procurement is delayed) till the date of procurement of such Bus. 13.9.2 If the procurement of any Bus is delayed by a period exceeding 60 (sixty) days as provided in the Procurement Schedule or if the Damages payable by the Operator for such delay in procurement of Buses amounts to 5% (percent) of the cost of each bus (as per Clause 1.2.6 of Vol-I of RFP), notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Event of Default. 13.9.3 The Damages payable by the Operator shall become due and payable within 7 (seven) days of receipt of notice in this regard from the Authority		

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
38.	Volume II (DCA)	27.4.1	Notwithstanding anything to the contrary contained in the Escrow Agreement upon Termination of this Agreement, all amounts standing to the credit of the Escrow Account shall be appropriated in the following order. (a) all taxes due and payable by the Operator for and in respect of the Project; (b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt; (c) all payments and Damages certified by the Authority as due and payable to it by the Operator; (d) retention and payments relating to the liability for defects and deficiencies set forth in Article 37; (e) outstanding Debt Service including the balance of Debt Due; (f) outstanding Subordinated Debt; (g) incurred or accrued O&M Expenses; (h) any payments due and payable to the Authority;	we request to modify the clause as below:- Notwithstanding anything to the contrary contained in the Escrow Agreement upon Termination of this Agreement, all amounts standing to the credit of the Escrow Account shall be appropriated in the following order. (a) all taxes due and undisputed payable by the Operator for and in respect of the Project; (b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt; (c) all undisputed payments and Damages (decided by Dispute resolution) as due and payable to it by the Operator; (d) retention and undisputed payments relating to the liability for defects and deficiencies set forth in Article 37; (e) outstanding Debt Service	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
			(i) any other payments required to be made under this Agreement; and (j) balance, if any, in accordance with the instructions of the Operator:	including the balance of Debt Due; (f) outstanding Subordinated Debt; (g) incurred or accrued O&M Expenses; (h) any undisputed payments due and payable to the Authority; (i) any other undisputed payments required to be made under this Agreement; and (j) balance, if any, in accordance with the instructions of the Operator:	
39.	Volume II (DCA)	22.5.1	The Parties agree that the Fee shall be revised after 1 (one) year of putting last bus into operation and will be revised thereafter every year on the basis of variation in CPIIW and WPI in accordance with the terms of this Agreement (“Fee Revision”).	we request to modify the clause as below:- 1.0% of Basic Quoted Rate from 2nd year for operational cost other than electricity. Impact of inc/dec in electricity rate should be settled on actual basis on interval of every 6 months	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
40.	Volume II (DCA)	7.1.(K)	it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {Selected Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than (i) 51% (fifty one per cent) of its issued and paid up Equity on the date of this Agreement and a period of 3 (three) years from the date of COD; and (ii) 38% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Term; {and that Lead Member shall subscribe to 38% (thirty eight per cent) or more of the paid up and subscribed equity of the SPV and no Member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold less than 26% (twenty six per cent) of the issued and paid up Equity till end of Contract Period;	We request to amend the clause as following: it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the { Successful Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than (i) 51% (fifty one per cent) of its issued and paid up Equity on the date of this Agreement and a period of [3 (three)] years from the date of COD; and (ii) 10% (ten per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Term; {and that no Member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
				less than 10% (ten per cent) of the issued and paid up Equity till end of Contract Period;	
41.	Volume I	1.1.6 (c)	Electricity cost for charging of buses will be borne by the Authority on actual basis up to energy efficiency of 1.4 KWH/Km. However, the amount towards excess consumption of electricity for more than 1.4 KWH/Km. efficiency, will be recovered from the Operator on annual consumption basis. All the other charges towards the electric connection shall be borne	1. Authority is requested to provide electricity connection of requisite load & appropriate voltage level (33kV/11kV) including tariff metering arrangement at the boundary of the Parent Depot as well as incase of location other than Parent Depot. 2. Authority is also requested to provide two (02) separate electricity	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
			by the Operator, in case of location other than parent depot, if required by the Operator.	connection along with Tariff metering arrangement, as per the DISCOM Tariff categories (a) for meeting Auxiliary loads (b) for meeting EV Charging loads. 3. All Government fees, security, deposits, etc associated for securing the requisite electric connection for supply of power at Depot as well as in case of any other location other than depot will be borne by Authority. Kindly confirm.	
42.	Volume I	1.1.7	The assessment of the actual costs will have to be made by the Bidders. The cost for setting up of upstream infrastructure i.e. electricity connection of requisite power load in their respective Maintenance Depots will be borne by the Authority. But, if the Operator requires setting up of charging infrastructure facility at sites other than the Maintenance Depot, they will be required to incur their own cost for setting up of upstream infrastructure i.e. electricity connection of requisite power load.		As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
43.	Volume II	2.2 (c)	Electricity cost for charging of buses will be borne by the Authority on actual basis up to energy efficiency of 1.4 KWH/Km. However, the amount towards excess consumption of electricity for more than 1.4 KWH/Km. efficiency, will be recovered from the Operator on annual consumption basis. All the other charges towards the electric connection shall be borne by the Operator, in case of location other than parent depot, if required by the Operator.	1. Authority is requested to provide electricity connection of requisite load & appropriate voltage level (33kV/11kV) including tariff metering arrangement at the boundary of the Parent Depot as well as incase of location other than Parent Depot. 2. Authority is also requested to provide two (02) separate electricity connection along with Tariff metering arrangement, as per the DISCOM Tariff categories (a) for meeting Auxiliary loads (b) for meeting EV Charging loads.	As per RFP.
44.	Volume II	2.2 (d)	Electricity charges for office and maintenance activities of the Operator shall be borne by the Operator.	3. All Government fees, security, deposits, etc associated for securing the requisite electric connection for supply of power at Depot as well as in case of any other location other than depot will be	As per RFP.
45.	Volume II	5.12	If required, the Operator will install charging infrastructure at the place other than the Maintenance Depot at their own cost and in that case, the cost of upstream infrastructure i.e. electricity connection of requisite power load will also be borne by the Operator.		As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
46.	Volume II	6.1.2 (d)	provide, or cause to be provided, reasonable support to the Operator in procuring electric transmission lines and sub-station as specified in Schedule-A, at any location situated within 500 m (five hundred meters) of the boundary of the Maintenance Depots.;	borne by Authority. Kindly confirm.	As per RFP.
47.	Volume II	6.1.2 (e)	upon written request from the Operator, assist the Operator in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity for the Maintenance Depots;		As per RFP.
48.	Volume II	Article 17	MAINTENANCE OF BUSES	The Authority is requested to provide all civil/mechanical infrastructure excluding the scope covered under charging infrastructure.	As per RFP.
49.	Volume II	17.14.4	The Authority shall provide upto 8MW, 3-phase connection at Subhash Place Depot, Dwarka - Sector-2 Depot & Sukhdev Vihar Depot each , or at any other depot found feasible for the operation of the buses, for	(1) Authority is requested to share the basis of 8MW of electricity loads. (2) Authority is also requested to provide electric connection at	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
			charging of Buses and the Operator shall provide for a sub- station for step-up and step-down of power within the Maintenance Depots. It is clarified that the distribution of power for the purpose of charging Buses shall be arranged by the Operator and it shall procure Applicable Permits for the same. The expenses towards electricity and water at the Maintenance Depots shall be borne by the Operator.	33kV/11kV voltage level at the boundary of the Parent Depot as well as incase of location other than Parent Depot with all requisite permissions. (3) All Government fees, security, deposits, etc associated for securing the requisite electric connection for supply of power at Depot as well as in case of any other location other than depot will be borne by Authority. Kindly confirm.	
50.	Volume II	Schedule – A	Site of Maintenance Depot	Kindly share the area available under each mentioned Depot.	As per RFP. Bidder may visit the site of maintenance depot(s) before submitting the bid.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s JBM Auto Limited					
51.	Volume III	60.3	The Authority will make bulk power available at parent depot for parking, charging and maintenance and for other location if required the operator has to make arrangement at his own cost. Operator shall arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution.	(1) Authority is requested to provide electricity connection of requisite load & appropriate voltage level (33kV/11kV) including tariff metering arrangement at the boundary of the Parent Depot as well as incase of location other than Parent Depot. (2) All Government fees, security, deposits, etc associated for securing the requisite electric connection for supply of power at Depot as well as in case of any other location other than depot will be borne by Authority. Kindly confirm.	As per RFP.
52.	BOQ		Applicable GST to be quoted by Bidder in Price Bid	It is requested to take only basic price per km from bidder. GST if applicable should be paid by authority at the time of invoicing.	Please refer amendment to RFP document.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Veera Vahan Udyog Private Limited					
1.	Volume-I	Point Number 2.2.2 (i)	OEM should have completed testing and certification requirement Under Central Motor Vehicle Rules 1989(CMVR) of atleast One(1) Midi/Standard Electric Bus (100% Battery Operated) from the Notified testing agencies Under rule 126 of CMVR.I.e., CMVR Type-approval of atleast one Model of Electric Bus.	Request to Accept Homologation Certificate of all Electric Tarmac Coach as per Rule 126 of CMVR Under Standard Electric Bus.	As per RFP.
2.	Volume-I	Point Number 2.2.2 (iv)	Bidders shall have net worth of RS.20 Crore (Rupees Twenty Crore Only) in the last financial Year i.e. FY 19-20. Certificate duly certified by Statutory Auditor Shall be Submitted.	Request to Clarify If Bidding as a consortium whether the net worth of Consortium Partners together must be Rs.20 Crore (Rupees Twenty Crore Only) or Net worth of Each consortium Member must be Rs.20 Crore . If net worth of each consortium member must be Rs.20 Crore then Request you to make net worth of OEM be Rs.15 Crore(Fifteen Crore Only).	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
1.	Volume-I		Period of Contract: 10 Year after COD of last bus	Period of Contract: 12 Year after COD of last bus As per previous RFP the contract period was 11 Years. However, we request to kindly consider for minimum 12 years as longer contract period. This will facilitate the Bidder (200 Buses) additional 2 Cr 92 Lakh Kms which will result in lesser per KM rate and more revenues to Bidders.	As per RFP.
2.	Volume-I	2.2.2 (i)	OEM shall have applied for registration to Department of Heavy Industry (DHI) (National Automotive Board Under the FAME II scheme, demand incentive shall be admissible only from the date of registration of OEM and date of approval of Models by DHI under Fame II scheme. OEM already registered in India under Fame Phase-I shall submit fresh Application.	<u>These clauses shall be deleted.</u> <u>1. Timelines for submission of FAME II Application shall be left to OEMs.</u> <u>2. Release of Subsidies shall be as per DHI timelines and after submission of Subsidy Bank Guarantee.</u> All the FAME II tenders have asked for compliance with FAME II registration	Please refer amendment to RFP document.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				and certification at the time of prototype Inspection and as advised by DHI. Pls. refer to DHI Letter Dated 13th August 2020 Fl. No. 6(09)/2019-NAB.II(19510) written to DTC, Delhi	
3.	Volume-I	2.2.3 (iv)	In addition, Bidder shall submit FAME-II Scheme eligibility certificate.		Please refer amendment to RFP document.
4.	Volume-I	1.1.6 Detailed Scope of the Operator broadly includes:	(m) Authority will be facilitating FAME subsidy for these Electric buses and the successful bidder shall comply with all guidelines as per FAME II. Subsidy will be released to the successful bidder as and when received from DHI subject to submission of Subsidy Bank Guarantee for the equivalent Amount with a validity for minimum 5 years. The bidder has to bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the bidder.	(m) Authority will be facilitating FAME subsidy for these Electric buses and the successful bidder shall comply with all guidelines as per FAME II. Subsidy will be released to the successful bidder as and when received from DHI subject to submission of Subsidy Bank Guarantee for the equivalent Amount with a validity for minimum <u>till</u> 5 years. The bidder has to bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the bidder. <u>Further the Subsidy guarantee value</u>	Please refer amendment to RFP document.

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M/s Olectra Greentech Limited					
				<u>shall be 20% reduction Year on Year basis.</u> This shall be in line with the clause 9.4 Page No. 37 of Volume – II RFP.	
5.	Volume-I	1.1.6 Detailed Scope of the Operator broadly includes:	Buses should be capable of running minimum 140 km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in running condition. Vehicle shall run for 200 Km + 10% in a day (On actual condition with passengers, GVW and AC, 18 hours continuous operation with around 60 minutes shift change over time). The bidder shall make an arrangement to install fast chargers for charging the buses during shift changeover time of about 60 minutes to meet the operational requirement i.e., 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day.	Buses should be capable of running minimum 140 km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in running condition. Vehicle shall run for 200 Km + 10% in a day (On actual condition with passengers, GVW and AC, 18 hours continuous operation with around 60 minutes shift change over time). The bidder shall make an arrangement to install fast chargers for charging the buses during shift changeover time of about 60 minutes to meet the operational requirement i.e., 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day. <u>Buses that does not requires 60</u>	The travel time to/ from depots is not included in shift change over time i.e. 60 minutes.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				<u>minutes Intermediate charging time, shall be put into operations and the schedules shall be accordingly prepared in consultation with the Bidder.</u> <u>Operator shall throughout the contract period shall be debited by the Authority for the un Kilometres at the Quoted Kilometre Rate for those Kilometres that are not covered in any given day due to Battery performance.</u> Kindly clarify whether the opportunity charging time of 60 minutes is inclusive of To and Fro travel time from the Passenger stop to Depot. So that the Operational Manpower costing can be calculated accordingly.	
6.	Volume-I	1.2. Brief description of Bidding Process: 1.2.4	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 9.00 Crores (Rupees Nine crore only) (the "Bid Security"), refundable not later than 90	A Bidder is required to deposit, along with its Bid, a Bid Security of <u>Rs. 01 Crores 50 Lakhs</u> (the "Bid Security"), refundable not later than 90 (ninety)	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			(ninety) days from the selection of the Selected Bidder, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or Fixed Deposit Receipt (“FDR”) or a bank guarantee acceptable to the Authority, and in such event, the validity period of the FDR/bank guarantee in favour of Chairman, DTC shall not be less than 180 days (one hundred and eighty) days from the Bid Due Date including claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	days from the <u>Bid Due Date</u> selection of the Selected Bidder, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or Fixed Deposit Receipt (“FDR”) or a bank guarantee acceptable to the Authority, and in such event, the validity period of the FDR/bank guarantee in favour of Chairman, DTC shall not be less than 180 days (one hundred and eighty) days from the Bid Due Date including claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date This will help in avoiding blocking of funds for bidder and thereby reducing	

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				PER KM cost to DTC.	
7.	Volume-I	2.1.16	In computing the Technical Capacity and Financial Capacity (i.e. Net Worth and Average Turnover) of the Bidder/ Consortium Members under Clauses 2.2.2, the Technical Capacity and Financial Capacity (i.e. Net Worth and Average Turnover) of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). 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	In computing the Technical Capacity and Financial Capacity (i.e. Net Worth and Average Turnover) of the Bidder/ Consortium Members under Clauses 2.2.2, the Technical Capacity and Financial Capacity (i.e. Net Worth and Average Turnover) of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). 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	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			a company or corporation, the power to direct the management and policies of such person by operation of law.	respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. <u>OR</u> <u>(ii) the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.</u> May please consider to allow our Associate company to submit bids. Request to also consider the definition of “Control” as per Section 2(27)	

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				Companies Act, 2013 Page No. 16 & as per Regulation 2(1)(e) of SAST Regulations, 2011 Page No. 2 <u>Kindly find Annex – 1 for your kind reference</u>	
8.	Volume-I	2.2 Eligibility and qualification requirements of Bidder	(b) The Bidder shall be an Original Electric Bus Manufacturer (the “OEM”) or an Operator of Bus (the “Bus Operator”) or a PSU (Public Sector Undertaking) or a subsidiary of a PSU.	OEM Associate Company can use the credentials of OEM and submit bids as Single Bidder or Lead Member. (b) The Bidder shall be an Original Electric Bus Manufacturer (the “OEM”) or Associate of an OEM or an Operator of Bus (the “Bus Operator”) or a PSU (Public Sector Undertaking) or a subsidiary of a PSU.	As per RFP.
9.	Volume-I	2.2 Eligibility and qualification requirements of Bidder	(c) If the Bid is through a JV/Consortium, then the JV/Consortium must mandatorily include an OEM or Bus Operator or PSU (Public Sector Undertaking) or a subsidiary of a PSU meeting respective qualifications for these entities. Lead Member of the Consortium may be OEM or Bus Operator only or PSU (Public Sector Undertaking) or a subsidiary of a PSU only.	(c) If the Bid is through a JV/Consortium, then the JV/Consortium must mandatorily include an OEM or Bus Operator or PSU (Public Sector Undertaking) or a subsidiary of a PSU meeting respective qualifications for these entities. Lead Member of the Consortium may be	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				OEM <u>or Associate of an OEM</u> or Bus Operator only or PSU (Public Sector Undertaking) or a subsidiary of a PSU only. Associate of OEM shall be allowed to submit bid as a Single Bidder or Lead Bidder.	
10.	Volume-I	2.2.2 To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility: (i). The OEM shall have the following:	(ii). The Operator should have Stage Carriage Operation/ Contract Carriage Operation experience or combined Ownership and Operation Experience of at least 25 buses in India for State Transport Undertaking/ Public Entities, for at least one year in last three years immediately preceding the Bid Due Date. (attach proof of permits issued by state transport authority)	The Operator should have Stage Carriage Operation/ Contract Carriage Operation experience or combined Ownership and Operation Experience of at least 25 buses in India for State Transport Undertaking/ Public Entities, for at least one year in last three years immediately preceding the Bid Due Date. (attach proof of permits issued by state transport authority) or Operator shall have received orders for deployment of minimum of 100 Electric Buses in India in last three years financial years. (attach proof of permits issued by state transport	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				authority) Our Associate company EVEY Trans Pvt Ltd owns 31 Electric buses and is operating vehicles for last 9 months. EVEY holds 775 Electric Bus orders under FAME II contracts. Hence the same may be considered for wider participation.	
11.	Volume-I	2.2.2. To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:	(iii). Bidders shall have a minimum average turnover for the previous three financial years ending March 31, 2019 of minimum Rs. 50 crore (Rupees Fifty crore only), irrespective of the turnover in each year. Certificate duly certified by Statutory Auditor shall be submitted.	(iii). Bidders shall have a minimum average turnover for the previous three financial years ending March 31, 2020 2019 —of minimum Rs. 50—25 <u>crores</u> (Rupees Fifty <u>Twenty-Five</u> crore only), irrespective of the turnover in each year. Certificate duly certified by Statutory Auditor shall be submitted. <u>Or</u> <u>Operator shall have Minimum Average Annual Turnover (MAAT) of Rs 25 Cr. irrespective of turnover in each year for last 03 Financial Years.</u> Our Associate company EVEY Trans Pvt	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				Ltd is established in 2018, and the Avg. Turnover is 25 Crores. EVEY holds 775 Electric Bus orders under FAME II contracts. Hence the same may be considered for wider participation.	
12.	Volume-I	2.2.2. To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:	(iv). Bidders shall have net worth of Rs. 20 crore (Rupees twenty crore only) in the last financial year i.e. FY 18-19. Certificate duly certified by Statutory Auditor shall be submitted.	(iv). Bidders shall have net worth of Rs. 20 05 crore (Rupees Twenty-Five crore only) in the last financial year i.e., FY <u>19-20</u> 18-19. Certificate duly certified by Statutory Auditor shall be submitted. <u>Or</u> <u>Operator shall have Net worth of Rs. 5 Cr as on 31st March 2020</u> Our Associate company EVEY Trans Pvt Ltd is established in 2018, and Net worth is 5 Crores. EVEY holds 775 Electric Bus orders under FAME II contracts. Hence the same may be considered for wider participation.	As per RFP.
13.	Volume-I	2.2.2 (vii)	(vii) The Technical Capacity and Financial Capacity of all the Members of JV/Consortium would be taken into	The Technical Capacity and Financial Capacity of all the Members of JV/Consortium would be <u>shall be</u>	Please refer amendment to RFP

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			account for satisfying the Eligibility Criteria. Further, the nomination(s) of the Lead Member shall be supported by a Power of Attorney (PoA) along with the JV/Consortium agreement signed by all the other members of the Consortium; of ownership for all the required no. of Buses, clearly showing ownership of the bidder in case Bidder and its Associate is a Indian firm.	<u>collectively</u> taken into account for satisfying the Eligibility Criteria. Further, the nomination(s) of the Lead Member shall be supported by a Power of Attorney (PoA) along with the JV/Consortium agreement signed by all the other members of the Consortium; of ownership for all the required no. of Buses, clearly showing ownership of the bidder in case Bidder and its Associate is a Indian firm. Request to incorporate the change for more clear understanding Kindly delete the ownership clause.	document.
14.	Volume-I		All the charging infrastructure to be installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as amended	All the charging infrastructure to be installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			from time to time.	amended from time to time as on the date of bid submission. Bidders should not be obligated for unlimited liability. Bidders calculate the costing based upon the guidelines available as on bid due date.	
15.	Volume-I	3.4A Other Provisions for Evaluation of Technical Bids	(iii) After evaluation of Technical Bids, the Authority will publish a list of Technically responsive Bidders whose financial bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Bidders who fail to qualify.	(iii) After evaluation of Technical Bids, the Authority will publish a list of Technically responsive Bidders <u>and call for proof of concept for a period of 2 days. The financial bids of Qualified Proof of concept bidders shall be opened.</u> The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Bidders who fail to qualify. For deployment of proven products.	As per RFP.
16.		Additional		<u>Proof of concept</u> – The technically qualified bidders are required to <u>conduct trial run of the offered model or its variant Electric bus for a period</u>	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				of 2-3 days before opening of price bid. Trial conditions – 12 m Vehicle should operate 200 Km (with 80% SOC) in a single charge with AC and full load under traffic conditions. Following Conditions in Trial shall be followed: a. 68 Kgs * 90 Passenger equivalent weight and b. 7 kgs * 90 Passenger baggage weight and c. Air conditioner temperature shall be at 18 Degree throughout the trails d. Vehicle should stop at each Passenger stop for minimum 30 Seconds in door opening condition e. Trial route shall be with Highest Traffic & not less than 40 Passenger Stops on each side. DTC has an overload requirement of 100 Passengers. However, no testing agency will give certification for abuses and overload.	

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				Therefore, it is advised to validate the capability of the product as per real time requirements.	
17.	Volume-II	2.2 Detailed Scope of the Operator	(h) Buses should be capable of running minimum 140 km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in running condition. Vehicle shall run for 200 Km + 10% in a day (On actual condition with passengers, GVW and AC, 18 hours continuous operation with around 60 minutes shift change over time). The bidder shall make an arrangement to install fast chargers for charging the buses during shift changeover time of about 60 minutes to meet the operational requirement i.e. 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day.	h) Buses should be capable of running minimum 140 km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in running condition. Vehicle shall run for 200 Km + 10% in a day (On actual condition with passengers, GVW and AC, 18 hours continuous operation with around 30 60 Minutes shift change over time). The bidder shall make an arrangement to install fast chargers for charging the buses during shift changeover time of about 60 minutes <u>including to & fro travel time to/from depot</u> to meet the operational requirement i.e., 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day. However, in case of Buses that are offered are capable to cover the Per day coverage with 25 mins shift	As per RFP.

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M/s Olectra Greentech Limited					
				change over time, and such vehicles shall be put in operation thus the daily coverage and Assured Kilometres of such Buses with Superior range will be 20 Kms in addition Per day to the Assured KMs provided in RFP. The higher time gap between schedules leads to higher time utilization of manpower, which will increase costs to Bidders that offer Superior range Products. Underutilization of Fleet is 115 Days in 10 Year time.	
18.	Volume-II	20 ARTICLE 4 CONDITIONS PRECEDENT	4.1.2 The Operator may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy the Condition Precedent set forth in this Clause 4.1.2 within a period of 90 (ninety)	4.1.2 The Operator may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy the Condition Precedent set forth in this Clause 4.1.2	As per RFP.

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M/s Olectra Greentech Limited					
			days of the notice, and the Condition Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have procured all Applicable Permits required to be procured by the Authority as specified in Schedule- C.	within a period of 90 (ninety) days of the notice, and the Condition Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have: <u>(a) procured for the Operator the Right of Way to the Depot Site in accordance with the provisions of Clause 10.2.2; and</u> (b) procured all Applicable Permits required to be procured by the Authority as specified in Schedule- C. As per DHI MCA.	
19.	Volume-II	4.2 Damages for delay by the Authority	In the event that (i) the Authority does not procure fulfilment or waiver of the Condition Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Operator or due to Force Majeure, the Authority shall pay to the Operator Damages in an amount calculated at the rate of 0.01% (point	In the event that (i) the Authority does not procure fulfilment or waiver of the Condition Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Operator or due to Force Majeure, the Authority shall pay to the Operator Damages in an amount calculated at	As per RFP.

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M/s Olectra Greentech Limited					
			zero one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 2% (Two per cent) of the Performance Security	the rate of <u>0.1% (Zero Point One Percent)</u> 0.01% (point zero one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of <u>20% (Twenty Percent)</u> (2% (Two per cent)) of the Performance Security As per DHI MCA.	
20.	Volume-II	5.1.6	(l) make the payment of all the fees required for obtaining statutory certification, permits, licences, passes etc., during supply, operation and maintenance of buses.	Kindly consider all the applicable operational Permits in scope of Authority This will help reducing cost per KM	As per RFP.
21.	Volume-II	7.1 Representations and warranties of the Operator	(k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {Selected Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than (i) 51% (fifty one per cent) of its	((k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {Selected Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than (i)	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			issued and paid up Equity on the date of this Agreement and a period of 3 (three) years from the date of COD; and (ii) 38% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Term; {and that Lead Member shall subscribe to 38% (thirty eight per cent) or more of the paid up and subscribed equity of the SPV and no Member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold less than 26% (twenty six per cent) of the issued and paid up Equity till end of Contract Period;	51% (fifty one per cent) of its issued and paid up Equity on the date of this Agreement and a period of 3 (three) years from the date of COD; and (ii) 38 <u>26%</u> (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Term; {and that Lead Member shall subscribe to 38% (thirty eight per cent) or more of the paid up and subscribed equity of the SPV and no Member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold less than 26% (twenty six per cent) of the issued and paid up Equity till end of Contract Period; As per DHI MCA and as per Lender requirements.	
22.	Volume-II	ARTICLE 9 PERFORMANCE	9.1.1 The Operator shall, for the performance of its obligations hereunder	9.1.1 The Operator shall, for the	As per RFP.

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M/s Olectra Greentech Limited					
		SECURITY	till the expiry of the Contract Period, provide to the Authority no later than 30 (thirty) days from the date of LOA, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [****] (Rupees) 1 in the form set forth in Schedule-D (the “Performance Security”). 1 Calculated at approximately 3% (three per cent) of the Project Cost (Cost of Bus X No. of Buses) * Cost of bus to be calculated as per the formula given in Clause 1.2.6 of Vol-I of RFP.	performance of its obligations hereunder till the expiry of the Contract Period, provide to the Authority no later than 30 (thirty) days from the date of LOA, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to <u>Rs. 50,000 per Bus</u> [****] (Rupees) 1 in the form set forth in Schedule-D (the “Performance Security”). 1 Calculated at approximately 3% (three per cent) of the Project Cost (Cost of Bus X No. of Buses) * Cost of bus to be calculated as per the formula given in Clause 1.2.6 of Vol-I of RFP. As per the Formula given Vehicle cost is arriving at 4.25 Cr. This is resulting to 25 Cr Performance Security.	
23.	Volume-II		9.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Operator within a period	9.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Operator within a	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			of 60 days from the date of LOA, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Operator under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Operator, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.	period of 180 60 days from the date of LOA, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Operator under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Operator, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Shall be as per DHI MCA	
24.	Volume-II	10.2 Licence and Right of Way for Depot Sites	10.2.1 Maintenance Depots i.e. Subash Place Depot, Dwarka - Sector-2 Depot and Sukhdev Vihar Depot or any other depot found feasible for the operation of the buses of 100 buses parking capacity each , will be provided to the Operator after :- (i) making a payment of Rs. 90,000/- per year increased at the rate of 10% at the end of each year per Stage Carriage on	10.2.1 Maintenance Depots i.e., Subash Place Depot, Dwarka - Sector-2 Depot and Sukhdev Vihar Depot or any other depot found feasible for the operation of the buses of 100 buses parking capacity each, will be provided to the Operator after: - (i) making a payment of Rs. 90,000/- per year increased at the rate of 10% at the end of each year per Stage	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			the actual number of buses registered in a Depot including the reserve fleet; (ii) passenger facility charges upon operator making a payment of Rs. 10,000/- per Bus per month on the actual number of buses registered including the reserve fleet, where any change in charge for the aforesaid shall paid for/payable to Authority; (iii) For locations other than parent depots, if required by the operator on making a payment of Rs 123.98/sqm/month increased at the rate of 5% at the end of each year; However, the Authority shall be liable for the payment of entry fees (inclusive of applicable taxes) at ISBTs during the Contract Period.	Carriage on the actual number of buses registered in a Depot including the reserve fleet; (ii) passenger facility charges upon operator making a payment of Rs. 10,000/- per Bus per month on the actual number of buses registered including the reserve fleet, where any change in charge for the aforesaid shall paid for/payable to Authority; (iii) For locations other than parent depots, if required by the operator on making a payment of Rs 123.98/sqm/month increased at the rate of 5% at the end of each year; However, the Authority shall be liable for the payment of entry fees (inclusive of applicable taxes) at ISBTs during the Contract Period. Stage Carriage and Passenger facility charges shall be in scope of Authority. Its equal to approx. 17,500/- Per month Per Bus on Year 1 and Per Bus	

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				expenditure is hiked by 23 Lakh (avg.) This will help reducing per KM rate.	
25.	Volume-II	10.2 Licence and Right of Way for Depot Sites	Clause missing as per DHI MCA.	10.4 Site to be free from Encumbrances Subject to the provisions of Clause 10.3, the Depot Site shall be made available by the Authority to the Operator pursuant hereto free from all Encumbrances and occupations and without the Operator being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition, possession and use of such Depot Site for the duration of the Contract Period, except insofar as otherwise expressly provided in this Agreement. It is further agreed that the Operator accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Depot Site	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
26.	Volume-II		Clause missing as per DHI MCA	Shall be as per DHI MCA 10.2.5 In the event that the Authority fails to provide the Depot Site on or prior to the date specified in this Clause 10.2, it shall pay to the Operator as Damages, Rs. [10,000 (Rupees ten thousand)] per day for each day of delay until vacant possession thereof is delivered to the Operator. For the avoidance of doubt, the Parties agree that performance of Maintenance Obligations by the Operator shall be subject to the grant of the license and Right of Way with respect to Depot Sites hereunder and in the event of any delay, the Parties shall, in good faith, determine alternative arrangements thereof. As per DHI MCA and as per Lender requirements.	As per RFP.
27.	Volume-II	Volume – II	Not part of RFP.	<u>Depots shall be provided with following infrastructure by the</u>	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				<u>Authority to the Operator at No-Cost:</u> i. <u>Compound wall, CC flooring for entire Depot, Roof covered Inspection Pits and Washing Bay, Shed for charging station, Office room, Security Room, Spares & Lubricants stock room, Driver and Crew rest room with Toilets, ETIM Section Room, Revenue Collection Room</u> ii. <u>Tools, Equipment, Tyres, Spare stock rooms, Depot lighting and CC Cameras with Monitoring Room.</u> iii. <u>Washing Facilities for the bus or Water Connection for cleaning & washing of buses and charging infrastructure.</u> <u>To reduce KM cost to DTC.</u>	
28.	Volume-II	ARTICLE 11 UTILITIES, ASSOCIATED ROADS	Deleted	Shall be as per DHI Model Concession Agreement	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
		AND TREES		As per DHI MCA and as per Lender requirements.	
29.	Volume-II	13.11 Damage due to accident	13.11.4 In the event of an accident of a Bus leading to its complete destruction, such that the Bus cannot be repaired and operated in normal circumstances, and is rendered inoperable, the Operator shall replace such damaged Bus with a new Bus of such make and model which meets the Specifications and Standards and as acceptable to the Authority. The Operator agrees that any Bus brought as a replacement to a damaged Bus in accordance with this Clause 13.11.4 shall be used in the Service for the remaining Contract Period.	13.11.4 In the event of an accident of a Bus leading to its complete destruction, such that the Bus cannot be repaired and operated in normal circumstances, and is rendered inoperable, the Operator shall replace such damaged Bus with a new <u>another</u> Bus of such make and model which meets the Specifications and Standards and as acceptable to the Authority. The Operator agrees that any Bus brought as a replacement to a damaged Bus in accordance with this Clause 13.11.4 shall be used in the Service for the remaining Contract Period. Kindly consider to avoid additional expenditure.	As per RFP.
30.	Volume-II	14.3 Damages for delay	If COD does not occur within 180 days from the date of handing over of Maintenance Depot (i.e. Subash Place Depot, Dwarka - Sector-2 Depot and	If COD does not occur within 180 days from the <u>Appointed date of handing over of Maintenance Depot</u> (i.e. Subash Place Depot, Dwarka - Sector-2	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			Sukhdev Vihar Depot or any other depot found feasible for the operation of the buses), unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Operator shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until COD is achieved.	Depot and Sukhdev Vihar Depot or any other depot found feasible for the operation of the buses), unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Operator shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until COD is achieved. As per DHI MCA.	
31.	Volume-II	17.14 Maintenance Depots	17.14.5 The Operator agrees and undertakes to set up and operationalise, subject to the provisions of Clause 17.14.2, each of the Maintenance Depots within 6 (six) months from the date of issuance of LOA, and in the event of delay for any reason except if solely on account of Force Majeure or breach of this Agreement by the Authority, the Operator shall pay Damages to the Authority in a sum equal to 0.01% of the Performance Security for each day of	17.14.5 The Operator agrees and undertakes to set up and operationalise, subject to the provisions of Clause 17.14.2, each of the Maintenance Depots within 6 (six) months from the date of <u>Signing of Agreement</u> issuance of LOA , and in the event of delay for any reason except if solely on account of Force Majeure or breach of this Agreement by the Authority, the Operator shall pay Damages to the Authority in a sum	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			delay in setting up and operationalising a Maintenance Depot, and if such delay exceeds 100 days, the Authority shall be entitled to terminate this Agreement forthwith.	equal to 0.01% of the Performance Security of 100 Buses or Depot allotted Quantity , for each day of delay in setting up and operationalising a Maintenance Depot, and if such delay exceeds 100 days, the Authority shall be entitled to terminate this Agreement forthwith. Kindly consider.	
32.	Volume-II	20.10 Damages for failure to achieve key performance indicators	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20 and for repeated shortfall in performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on passenger feedback and inspections by the Authority, it shall pay Damages equal to 0.1% (zero point one per cent) of the Performance Security for such shortfall in any such performance indicator.	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20 and for repeated shortfall in performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on passenger feedback and inspections by the Authority, it shall pay Damages equal to 0.1% (zero point one per cent) of the Performance Security <u>value of such KPI on proportionate basis</u> for such shortfall in any such performance indicator.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				In addition to the already existing clause, the Operator shall pay Damages as per Annex-I of Schedule – I subject to the capping of 5% of the total amount of invoice in a month. Penalties should be calculated on pro-rata basis.	
33.	Volume-II		In addition to the already existing clause, the Operator shall pay Damages as per Annex-I of Schedule – I subject to the capping of 5% of the total amount of invoice in a month. The Damages/penalties will be revised @5% after every two years.	<u>In case, If the Operator is failing to achieve key performance indicators then The Damages/penalties will be revised @5% after every two years and will revert to original values once the operator achieves the desirable key performance indicators.</u> <u>and</u> <u>20.11 Incentive for exceeding to achieve Key Performance Indicators</u> <u>The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20 and for repeated increase in</u>	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				<u>performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on passenger feedback and inspections by the Authority, it shall pay incentive equal to [0.05% (zero point zero five per cent)] of the Performance Security for achievement in any such performance indicator.</u> Kindly allow Penalty to revise to original values and also, kindly allow 20.11 Clause as per DHI MCA.	
34.	Volume-II	21.1 Financial Close Page.No.69	21.1.1 The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 60 (sixty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay, and for a further period not	21.1.1 The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) <u>180 (One Hundred And Eighty)</u> days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 60 (sixty) <u>120 (One Hundred and Twenty)</u> days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent)	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			exceeding 40 (forty) days, subject to payment of Damages at the rate specified in Clause 4.2; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 90 (ninety) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely due to Force Majeure.	of the Performance Security for each day of delay, and for a further period not exceeding 40 (forty) <u>80 (Eighty)</u> days, subject to payment of Damages at the rate specified in Clause 4.2; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 90 (ninety) <u>180 (One Hundred and Eighty)</u> days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely due to Force Majeure. Shall be as per DHI Draft Model Concession Agreement	
35.	Volume-II	22.1.3 The Parties agree that the Bus Kilometre shall comprise: Page No. 70	Clause to be added.	Throughout the contract period, Authority shall schedule all the routes to start and end from the Depot only to avoid Dead Kilometres. Kindly consider as per the Pre Bid meeting discussions had on 7th Dec	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				2020.	
36.	Volume-II	22.3 Payment of Fee Page No. 70	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, make the payments. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law.	22.3.2 The Authority shall within a period of 30 (thirty) <u>15 (fifteen)</u> days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, make the payments. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law. Kindly note that DTC is already maintain 2 months PK Fee balance in Escrow Account. Proposed time period for receipt of PK Fee to Operator helps reductions in Quotes.	As per RFP.
37.	Volume-II	22.3 Payment of Fee	22.3.3 The payment for Bus Kilometre up to Annual Assured Bus Kilometre per Bus deployed shall be calculated as: Fee = PK Fee X Bus Kilometre X n where n is the number of Buses scheduled for operation	22.3.3 The payment for Bus Kilometre up to Annual Assured Bus Kilometre per Bus deployed shall be calculated as: Fee = PK Fee X Bus Kilometre X n where n is the number of Buses scheduled for operation <u>made available for Operations</u>	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				DTC has already committed to provide Assured KMs for the entire fleet. The terminology “Scheduled for Operations” is contradicting with the Assured Kms offered by DTC.	
38.	Volume-II	22.4 Annual Assured Kilometre	The Authority shall make the payments to the Operator within the period specified in Clause 22.3.2. In case of any delay in making the Payment of the Fee to the Operator, the Authority shall pay Damages at the rate of 0.5% (zero-point five percent) above the Bank Rate per annum calculated for each day’s delay in making the payment subject to maximum of 1 (one) month of period from the date they become payable to the Operator. It is clarified that any delay of a period exceeding 90 (ninety) days shall be regarded as an Authority Default.	The Authority shall make the payments to the Operator within the period specified in Clause 22.3.2. In case of any delay in making the Payment of the Fee to the Operator, the Authority shall pay Damages at the rate of 0.5% (zero-point five percent) of Rate of Interest charged to Bidder by Lender as per Financial Closure (or) <u>3% (Three percent)</u> or above the Bank Rate (SBI PLR) per annum (whichever is higher) calculated for each day’s delay in making the payment subject to maximum of 1 (one) month of period from the date they become payable to the Operator. It is clarified that any delay of a period exceeding 90 (ninety) days shall be regarded as	As per RFP.

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M/s Olectra Greentech Limited					
				an Authority Default. Shall be as per DHI Draft Model Concession Agreement or may pl consider as proposed.	
39.	Volume-II	22.5 Revision of Fee	22.5.1 The Parties agree that the Fee shall be revised after 1 (one) year of putting last bus into operation and will be revised thereafter every year on the basis of variation in CPIIW and WPI in accordance with the terms of this Agreement (“Fee Revision”). 22.5.4 In the event that the CPIIW and WPI 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 PK Fee until its revision for the following month or Year, as the case may be, in accordance with the provisions of this Clause 22.5.3.	22.5.1 The Parties agree that the Fee shall be revised after <u>every 06 Months</u> 1 (one) year of putting last bus into operation and will be revised thereafter every year on the basis of variation in CPIIW and WPI in accordance with the terms of this Agreement (“Fee Revision”). 22.5.4 In the event that the CPIIW and WPI 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 PK Fee until its revision for the following month or Year, as the case may be, in	Please refer amendment to RFP document.

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M/s Olectra Greentech Limited					
				accordance with the provisions of this Clause 22.5.3. <u>(or)</u> <u>Authority shall provide 1% escalation to Operator Year on Year.</u> Kindly consider the amended clause as average variation in CPI IW is not more than 2.5% & for WPI average variation is not more than 3% for last few years. Thus, Operator is actually undergoing Reverse Escalation due to increase in Salaries, and inflation in Materials.	
40.	Volume-II	27.2 Deposit in Escrow Account	Additional	<u>(c) all grants, payments and financial support received by the Authority from the State Government and/or GoI, pursuant to this Agreement under and in accordance with Applicable Laws;</u> Shall be as per DHI Draft Model Concession Agreement	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
41.	Volume-II	32.1 Termination for Operator Default	32.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Operator 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 30 (thirty) days, the Operator shall be deemed to be in default of this Agreement (the “Operator Default”), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure.	32.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Operator 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 30 (thirty) <u>120 (One Hundred and Twenty)</u> days, the Operator shall be deemed to be in default of this Agreement (the “Operator Default”), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. Shall be as per DHI Draft Model Concession Agreement	As per RFP.
42.	Volume-II	32.1 Termination for Operator Default	(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Operator fails to cure, within a Cure Period of 30 (thirty) days, the Operator	(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Operator fails to cure, within a Cure Period of 30 (thirty) <u>120 (One</u>	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			Default for which whole or part of the Performance Security was appropriated;	<u>Hundred and Twenty</u>) days, the Operator Default for which whole or part of the Performance Security was appropriated; Shall be as per DHI Draft Model Concession Agreement	
43.	Volume-II	32.1 Termination for Operator Default Page No. 96	(s) the Operator commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority and the Operator fails to cure such default in a Cure Period of 30 days.	(s) the Operator commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority and the Operator fails to cure such default in a Cure Period of 30 <u>120</u> days. Shall be as per DHI Draft Model Concession Agreement	As per RFP.
44.	Volume-II	Definitions	“Appointed Date” means the date on which Financial Close is achieved and all the Condition Precedents are satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period;	<u>“Appointed Date”</u> means the date on which Financial Close is achieved and all the Condition Precedents are satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period;	Please refer amendment to RFP document.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				Delivery dates are longer than Appointed date. Also, Contract period starts after delivery of last Bus.	
45.	Volume-II	Definitions	“Change in Ownership” means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares or a fresh issue of any of the foregoing, that causes the aggregate holding of the {Selected Bidder/Consortium Members}, together with {its/their} Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof till the third anniversary of COD and (ii) 38% (thirty eight per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period; provided that any material variation (as compared to the representations made by or on behalf of the Operator during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may	“Change in Ownership” means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares or a fresh issue of any of the foregoing, that causes the aggregate holding of the {Selected Bidder/Consortium Members}, together with {its/their} Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof till the third anniversary of COD and (ii) 38% (thirty eight per cent) <u>26%(Twenty Six Percent)</u> thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period; provided that any material variation (as compared to the representations made by or on behalf of the Operator during the bidding process for the purposes of meeting	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			be,) in the proportion of the equity holding of {the Selected Bidder/ Lead Member} to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership. Any direct and/or indirect transfer of legal or beneficial ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up Equity of the Operator, (ii) the Lead Member cease to hold a minimum of 38% (thirty eight per cent) of such Equity, or (iii) by any Consortium Member whose technical and/or financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification, that results, or may result, in such member ceasing to hold Equity less than; (a) 26% (twenty six per cent) of the Equity; or (b) 5% (five per cent) of the total project cost, till the expiry of Contract Period, shall constitute a Change in Ownership;	the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of {the Selected Bidder/ Lead Member} to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership. Any direct and/or indirect transfer of legal or beneficial ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up Equity of the Operator, (ii) the Lead Member cease to hold a minimum of 38% (thirty eight per cent) of such Equity, or (iii) by any Consortium Member whose technical and/or financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification, that results, or may result, in such member ceasing to hold	

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				Equity less than; (a) 26% (twenty six per cent) of the Equity; or (b) 5% (five per cent) of the total project cost, till the expiry of Contract Period, shall constitute a Change in Ownership; Shall be as per DHI Draft Model Concession Agreement	
46.	Volume-II	Definitions	“Encumbrances” means, in relation to the Depot Sites Maintenance Depots or Buses, 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 Maintenance Depots, or Buses, as the case may be, where applicable herein;	“Encumbrances” means, in relation to the Depot Sites Maintenance Depots or Buses <u>or Chargers or Charging Infrastructure</u> , 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 Maintenance Depots, or Buses, as the case may be, where applicable herein; As per Lender requirement.	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
47.	Volume-II	SCHEDULE-C (See Clause 4.1.2) APPLICABLE PERMITS	II. The following permits shall be procured by the Authority, if required:	To be added: 6. Conductor’s License 7. Applicable Environment Clearance from State Government 8. Toll Tax Shall be as per DHI Draft Model Concession Agreement	As per RFP.
48.	Volume-II	SCHEDULE-M (See Clause 27.1) ESCROW AGREEMENT	Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.	<u>(B) Senior Lenders/Lenders Representatives who shall agree to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements shall become Party to this Agreement not later than 30 (Thirty) days from the date of execution of Financing Agreements, so as to bind the Senior Lenders acting through the Lender’s Representative to the terms of this Agreement. This Agreement in respect of the Clauses herein which sets out the rights, duties, obligations or benefits to the Senior Lenders or Lender’s Representative shall become</u>	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				<u>effective only from the date of becoming Party to this Agreement.</u> As per Lender requirement.	
49.	Volume-II	3.1 Deposit by the Authority	(b) Any other monies disbursed by the Authority to the Operator	(c) Any other monies disbursed by the Authority to the Operator including insurance claims if any, received; Kindly consider as per Lender requirement.	As per RFP.
50.	Volume-II	3.1Deposit by the Authority	Additional	(e) Any other revenues or capital receipts from or in respect of the Project Kindly consider as per Lender requirement.	As per RFP.
51.	Volume-II	3.2 Deposits by the Operator	(d) all proceeds received pursuant to any insurance claims	(d) all proceeds received pursuant to any insurance claims <u>Provided that Senior Lenders may take direct disbursements to the Contractor in accordance with the express provisions contained in this behalf in the Financing Agreements.</u>	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/940/2020/AC))					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				Kindly consider as per Lender requirement.	
52.	Volume-II	4.1 Withdrawals during Contract Period	4.1.1 At the beginning of every month, or at such intervals as the Authority may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date	4.1.1 At the beginning of every month, or at such intervals as the Authority <u>Operator</u> may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Subaccounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s) Kindly consider as per Lender requirement.	As per RFP.
53.	Volume-II	4.1 Withdrawals during Contract Period	all payments relating to construction of the Maintenance Depot and procurement of Buses, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;	(b) All payment relating to construction of the Maintenance Depot and procurement of Buses <u>Project</u> , subject to and in accordance with the conditions if any, set forth in the Financing Agreements;	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				Kindly consider as per Lender requirement.	
54.	Volume-II	9.1 General indemnity	The Escrow Bank will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.	The Escrow Bank will indemnify, defend and hold the Authority <u>and Operator</u> harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents. Kindly consider as per Lender requirement.	As per RFP.
55.	Volume – II		Additional	GST, If applicable shall be paid by the Authority	Please refer amendment to RFP document.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
				Kindly consider so as to attain lower cost per KM	
56.	Volume-III	2 General Design Features of Bus	2.1 The full forward control Electrically propelled city bus shall have right hand drive ` design. The bus shall be designed and manufactured in accordance with the specifications & AIS-052: Code of Practice for Bus Body Design & Approval [Bus Code], AIS – 049, AIS – 038 and AIS-153 all amended up to date as also those related to easy passenger accessibility including for persons with disabilities (PWDs). The bus shall be designed to carry commuters including in the city area with ease of boarding and alighting especially for ladies, children & senior citizens and Persons with Disabilities (PWDs). The bus design shall be suitable for daily operation of 16 to 20 hours in city service with peak loading of over 100 passengers [@68 Kgs+ 7 Kgs=75 Kgs each], average traveling speed of about 20 Kms per hour with starts/stops after every 300 to 500 m. To take care of the peak over load of about 20% the bus has to have buffer	2.1 The full forward control Electrically propelled city bus shall have right hand drive ` design. The bus shall be designed and manufactured in accordance with the specifications & AIS-052: Code of Practice for Bus Body Design & Approval [Bus Code], AIS – 049, AIS – 038 and AIS-153 all amended up to date as also those related to easy passenger accessibility including for persons with disabilities (PWDs). The bus shall be designed to carry commuters including in the city area with ease of boarding and alighting especially for ladies, children & senior citizens and Persons with Disabilities (PWDs). The bus design shall be suitable for daily operation of 16 to 20 hours in city service with peak loading of over 100 passengers [@68 Kgs+ 7 Kgs=75 Kgs each], average traveling speed of about 20 Kms per hour with starts/stops after every 300	As Per RFP

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
			Power to pull this load comfortably over a gradient of 17%, for which the Tyre rating should be such that it meets the requirement of peak hour loading.	to 500 m. To take care of the peak over load of about 20% the bus has to have buffer Power to pull this load comfortably over a gradient of 17%, for which the Tyre rating should be such that it meets the requirement of peak hour loading. No Testing Agency will provide certification for overloading and abuses i.e., more than the rated passenger load of Bus. <u>However, to test the peak loading of the same we suggest authority to consider proof of concept to test the durability and strength of the product.</u>	

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
57.	Volume-III	Additional		Air conditioner capacity shall have to be Minimum Capacity of 37 kW. Air Curtains shall be provided in the bus. Comfortable to Passengers.	As Per RFP

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Annexure-1 (PRE BID MEETING DT- 07.12.2020 (QUERIES/SUGGESTIONS PERTAINING TO RFP NO. - DCGM/SBU/940/2020/AC))										
S. No.	Subject	Clause no.	Text as per RFP document					Queries submitted by the Bidder	DTC Comments	
M/s Tata Motors										
1.	Volume- II	PROCUREMENT SCHEDULE - SCHEDULE-G	S . No	Lot No.	No. of buses	Expected date of receipt of Buses from the date of issue of LOA	Expected date of achieving Readiness for Commencement of Bus Service	Requesting to please accept below timeline for delivery: Delivery of prototype: M + 5 Months	As per RFP.	
			1 .	Delivery of Prototype	1	M + 3 Months				

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Annexure-1 (PRE BID MEETING DT- 07.12.2020 (QUERIES/SUGGESTIONS PERTAINING TO RFP NO. - DCGM/SBU/940/2020/AC)										
S. No.	Subject	Clause no.	Text as per RFP document					Queries submitted by the Bidder	DTC Comments	
M/s Tata Motors										
			2 .	1	59	M + 7 Month s	M + 7 Month s + 30 Days			
			3 .	2	60	M + 8 Month s	M + 8 Month s + 30 Days			
			4 .	3	60	M + 9 Month s	M + 9 Month s + 30 Days			
			5 .	4	60	M + 10 Month s	M + 10 Month s + 30 Days			
			6 .	5	60	M + 11 Month s	M + 11 Month s + 30 Days			
2.	Volume- III	Scope - 1.3	The word “Bus” wherever it has been used in the specification means the “12000 mm long Electrically (Battery powered)					Requesting the department for accepting Bus overall length 12050 + 50 mm	As per RFP.	

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Tata Motors					
			propelled (Electric Propulsion System or EPS) or Pure Electric Air-Conditioned 12M Standard Bus with 400 mm floor height. The bus shall meet all applicable Central Motor Vehicles Rules (CMVR) of India, AIS:052: ‘Code of Practice for Bus Body Design and Approval’ & amended upto date, statutory Norms for Safety & Emission and other norms applicable as on the date of manufacturing of bus.		
3.	Volume- III	Scope -1.5	1.5 In accordance to the Tender specifications and requirement of the testing agency Complete Type approval of bus with all test reports carried out by the testing agency including the details of various units shall be submitted in accordance to the provisions of volume II (DCA) of RFP document.	Requesting the department for accepting Type Approval Certificate and Information to be submitted at the time of proto type delivery	As per RFP.
4.	Volume- III	General Design Features of Bus - 2.1	The full forward control Electrically propelled city bus shall have right hand drive ` design. The bus shall be designed and manufactured in accordance with the specifications & AIS-052: Code of Practice for Bus Body Design & Approval [Bus	Requesting department to kindly accept 1) 4x12 Type-I Bus will be offered 35PMS+WC+D With front 1200mm and middle 1200mm door aperture	As per RFP It is clarified that the Type-1 bus shall meet design for sitting and standing passenger capacities in terms of

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Tata Motors					
			Code], AIS – 049, AIS – 038 and AIS-153 all amended up to date as also those related to easy passenger accessibility including for persons with disabilities (PWDs). The bus shall be designed to carry commuters including in the city area with ease of boarding and alighting especially for ladies, children & senior citizens and Persons with Disabilities (PWDs). The bus design shall be suitable for daily operation of 16 to 20 hours in city service with peak loading of over 100 passengers [@68 Kgs+ 7 Kgs=75 Kgs each], average traveling speed of about 20 Kms per hour with starts/stops after every 300 to 500 m. To take care of the peak over load of about 20% the bus has to have buffer Power to pull this load comfortably over a gradient of 17%, for which the Tyre rating should be such that it meets the requirement of peak hour loading.	2) The Bus will be designed and certified as per CMVR norms for rated GVW meeting all the performance requirements. Tyres fitted on the vehicle will be as per rated GVW and CMVR norms.	AIS-052 and additional requirements of the peak load as per requirement of RFP. The requirement of peak over load of 20% is on pay load to the worked out as per AIS- 052. Gradability (stand-start) – 17% minimum as per RFP
5.	Volume- III	General Design Features of Bus - 2.6	2.6 As per Article 13 of Draft Concession Agreement, 3 (three) copies of the Designs & Drawings including FEA report	Requesting department to accept Information including drawing and reports to be	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Tata Motors					
			from approved test agency of the prototype, General appearance, seating layout, Main dimension of bus i.e. overall length, overall width, overall height, saloon height, pillar to pillar distance, seat pitch, number of seats (excluding seat for the driver) etc. shall be submitted for review & acceptance of the same, no later than 60 (sixty) days from date of LOA. The successful Bidder shall submit all the designs & drawings along with complete sectional drawings with dimensions and other technical specifications for reviewing of DTC. They will also furnish other technical specifications as required. The bus design will meet all statutory requirements besides the one prescribed herein/CMVR from the approved test agency. The bus shall be designed with respect to its body and different aggregates/systems /sub systems to operate in city service for at least 12 years or 10,00,000 km whichever is earlier	submitted at the time of proto Inspection except Proprietary Information	
6.	Volume-III	General Design	2.7 The type approval agency's certificates	Requesting department to kidly	As per RFP.

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Annexure-1 (PRE BID MEETING DT- 07.12.2020 (QUERIES/SUGGESTIONS PERTAINING TO RFP NO. - DCGM/SBU/940/2020/AC)					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Tata Motors					
		Features of Bus - 2.7	along with technical specifications, drawings required for inspection, performance assessment as above to be furnished by the bidder. Besides meeting the statutory requirements the bus would be designed with respect to its body and different aggregates/systems /sub systems to operate satisfactorily in urban transport service for at least 12 years or 10,00,000 Kms whichever is earlier.	accept Type approval certificate submission during proto inspection. Kindly accept Requesting department to accept Life of aggregates/systems /sub systems shall be 2 years or 2 lac km whichever is earlier.	
7.	Volume-III	General Design Features of Bus - 2.8	Material used in construction of buses would be as per Bureau of Indian Standards (BIS) / Automotive Industry Standards (AIS)/ specifications and/or other international specifications meeting/ surpassing performance & other requirements as given in the Bus Code AIS-052. In absence of above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian Standards are not available, internationally acceptable	Requesting department to accept general design & feature of bus As per AIS 052.	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Tata Motors					
			Standards may be referred. Specifications/ Standards followed would conform to Specification/Standards as amended /up dated/ or the latest published by the concerned agencies. Wherever no specifications of any item have been notified as International/ National Standards etc. actual specifications of that item used be mentioned. The material used should be pretested of any of the authorized laboratory.		
8.	Volume- III	General Design Features of Bus - 2.11	The bus would be so designed as to maintain operational stability requirement as per Bus Code (AIS 052). Interior noise shall not be more than 80dba and pass by noise of the vehicle would conform to IS: 3028:1998 as amended from time to time.	Requesting department to accept AIS 020/CMVR for Interior noise	As per RFP.
9.	Volume-III	Electric Propulsion System - 3.1	3.1 Electric propulsion system /Pure Electric Power Train would have adequate power/rating to obtain desired performance in respect of its adequacy of power, bus acceleration levels, specific power consumption, energy density, etc. Electric propulsion system to have	Requesting department to accept bus design and certified as per CMVR norms for rated GVW meeting all the performance requirements.	As per RFP.

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M/s Tata Motors					
			adequate power not only to propel the bus at its GVW but also to operate efficiently all other auxiliary devices, and the air conditioning systems fitted to bus, simultaneously, etc. As the bus is required for operation in urban services, characterised by frequent stops and starts, electric propulsion system of adequate power for efficiently negotiating such frequent stops and starts and urban area gradients, achieve bus acceleration etc. at full load suitable for local conditions of Delhi/Ambient Condition, be considered for use. The power/battery rating, control mechanism, etc. for obtaining above performance levels shall be provided in accordance to the provisions of volume II (DCA) of RFP document..		
10.	Volume-III	Electric Propulsion System - 3.7	Specific power consumption of electric propulsion system in terms of KW hour per 100 kms as per AIS 039 Standard operating conditions (Indian urban operating cycle) would be ensured along	Requesting department to accept Specific Power Consumption to be calculated / tested as per AIS 039 / Fame II test requirement and	As per RFP.

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M/s Tata Motors					
			with guaranteed energy consumption level (kilowatt hour per 100 kilometres i.e. kwh per100 km) under GVW and the standard urban operational conditions / cycle.	procedures.	
11.	Volume-III	10.3	Splash aprons of minimum 6.50mm thickness composed of rubberized fabric would be installed behind the wheels as needed to reduce road splash and protect under floor components or as per OEM designed mechanism that meets the same requirement. Splash aprons would extend downward to within 100mm of road surface at static conditions. Apron widths would be no less than tyre widths, except for the front apron. Splash aprons would be bolted to the bus under structure. Splash aprons and their attachments would be inherently weaker than the structure to which they are attached. The flexible portions of splash aprons would not be included in road clearance measurements. Other splash aprons would be installed where necessary to	Requesting department to accept Splash aprons (Mud flap)	As per RFP number DCGM/SBU/940/2020/A C.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Tata Motors					
12.	Volume-III	12 - Battery Packs	protect bus equipment 12.2 Battery packs of requisite capacity would be appropriately mounted on to the bus keeping in mind convenience of battery maintenance /charging / replacement etc, safety of system and its maintainability, operation in the corridors of Delhi with Passengers, GVW and AC, 18 hours continuously. However, Buses should be capable of running minimum 140 Km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in running condition for continuous operation with around 60 minutes shift changeover time. Vehicle shall run for 200 Km + 10% in a day for 18 hours (On actual condition with passengers, GVW and AC in running condition). The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 60 minutes to meet the operational requirement i.e. 200 kms + 10% per day in case slow charging in the	Requesting department to clarity on the test procedural requirement of “running minimum 140 Km (with 80% SOC) on single charge” <u>Requesting department to accept as per below parameters:</u> calculated as per AIS 040 / FAME II else testing conditions to meet following requirements 1) GVW : Rated GVW 2) Average speed : >20 3) Ambient temperature : ~ 32	As per RFP.

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M/s Tata Motors					
			night is not sufficient for the total operational requirement per day. The maximum electric energy consumption shall be less than 1.4 kwh/km and the measurement shall be carried out as per FAME-II eligibility assessment procedure. The type of Battery shall be advanced Battery (New generation batteries such as Lithium polymer, Lithium Iron phosphate, Lithium Cobalt Oxide, Lithium Titanate, Lithium Nickel Maganese Cobalt, Lithium Maganese Oxide, Metal Hydride, Zinc Air, Sodium Air, Nickel Zinc, Lithium Air and other similar chemistry under development or under use. In addition this battery should have specific density of at least 70 Wh/kg and cycle life of at least 1000 cycle).		
13.	Volume-III	Panelling -14.1	Bus exterior side panels would be fitted with GI sheet/GP Sheet /stainless steel	<u>Requesting department to accept</u>	Please refer amendment

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M/s Tata Motors					
			sheet/Aluminium sheet at waist level. The exterior front-end & rear-end panelling would be of GI sheet/GP sheet /stainless steel sheet/ AL sheet/FRP while roof, rear, sides & skirt panelling would be of aluminium. All interior panelling would be of Acrylonitrile Butadiene Styrene (ABS) / high pressure laminates conforming to relevant National or International Standards. However, the front/ rear inner dome and dashboard may be of Acrylonitrile Butadiene Styrene (ABS) / high pressure laminates /FRP	<u>EXTERIOR:</u> Front & Rear = FRP stretch panel = GI, Skirt panel = Aluminum Roof external = Centre will be of Aluminium and Roof corners will be of GI/FRP. All external flaps will be of GI <u>INTERIOR:</u> Front & Rear inner= FRP Interior roof & side panel = Aluma Sheets/ ABS window pillar = ABS .	to RFP document.
14.	Volume-III	Panelling - 14.6	Rain gutters would be provided to prevent water flowing from the roof onto the passenger doors, driver’s side window, and exterior mirrors. When the bus is decelerated, gutters would not drain onto windshield, or driver’s side window, or into the door boarding area. Cross sections of the gutters would be adequate for proper operation.	Requesting department to accept rain gutter due to pasted glass Canopy on door	As per RFP.

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M/s Tata Motors					
15.	Volume-III	Service Doors - 17.12	A red “DOOR CLOSING” sign shall be installed above exit door. The sign will blink when exit door is closing.	Requesting department to accept Door closign sign will glow and not blink	Please refer amendment to RFP document.
16.	Volume-III	Service Doors - 17.18	All the handles shall match to the decor of its fitment location or shall be chrome plated	Requesting department to accept Powder coated handle will be provided as per AIS-052	Please refer amendment to RFP document.
17.	Volume-III	Steps - 22.1	Dimensional requirements of steps inside the bus shall be as per Bus Code (AIS052).	Steps will be provided as per AIS 052 & AIS 153	Please refer amendment to RFP document.
18.	Volume-III	Sun Visor - 32.1	Adjustable roller type/ flap type sun visors would be provided for windshield & driver’s side window. Visors would be shaped to minimize light leakage between visors & windshield. Adjustment of visors would be made easily by hand with positive locking & releasing devices and would not be subject to damage by over-tightening. Sun visor construction & material would be strong enough to resist breakage during adjustment. Visors may be transparent	Requesting department to accept Roller type Sun-wisor will be provided only in front of driver	As per RFP.

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M/s Tata Motors					
			but would not allow a visible light transmittance in excess of 10%. Visors where deployed would be effective in driver’s field of view at angles more than 5o above horizontal		
19.	Volume-III	Specifications for Intelligent Transport System (I.T.S.) - 37.1	The ITS enabled bus with On Bus Intelligent Transport System will have ITS Control Unit, together with bus driver display console. The bus will have Passenger Information System (PIS System) at front, rear, side and internal display board with integrated voice announcement system as per requirements given in Clause 36 above, integrated GPS device for Automatic Vehicle Location System (with compliance of AIS 140 with emergency buttons for access to every passenger in the bus , preferably protected enclosure for switch) and Security Camera Network (CCTVs) with bus reverse system and display screen should meet the specification for IP based cameras and mNVR as per Detailed specification document for CCTV devices	Requesting department to accept 1.ITS system will be provided as per BIS and UBS2 regulations. 2.ITS system with AIS 140 emergency button integration and emergency video streaming will be provided. 3. In case of AIS 140 requirement, separate AIS 140 box will be provided as per regulation and will point data to the government backend only. No customized data will be available for the backend. Kindly accept ITS & its components meeting IS 16833:2018 requirements.	As per RFP.

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M/s Tata Motors					
			as per IS 16833:2018 : CCTV system with an inbuilt tracking system and integrated emergency System or minimum specifications as per Annexure 2 of volume-III, whichever is superior shall be complied. The amendment/ clarification issued by Transport Department, Govt. of NCT of Delhi regarding minimum specification for CCTVs System till the stage of Proto Type shall be applicable. The bidder shall use only Non-Chinese make ITS items in the manufacturing of buses.		
20.	Volume-III	Specifications for Intelligent Transport System (I.T.S.) - 37.2	The bus should have 3 (Three) internal and one Reverse Parking Camera and Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board. The Reverse Parking Alert system (RPAS) shall comply with provisions of AIS 145. This indirect vision system shall get activated upon engagement of reverse gear. RPAS should give audio warning on reaching the critical distance available for reverse	Requesting department to accept Sensor based RPAS provide buzzer based audio warning as per AIS 145 compliance. Reverse view can be seen on ITS BDC screen as per UBS2 compliance. Functionality can be achieved	As per RFP.

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M/s Tata Motors					
			parking	but compliance for ITS and RPAS will be as per their respective standard. Kindly accept	
21.	Volume-III	Specifications for Intelligent Transport System (I.T.S.) - 37.3	Vehicle Tracking System: To carry out on line vehicle tracking there shall be tracking device (VLT/ ATD) as per system conforming to provisions stipulated in IS 16833:2018 - Annex A with latest Amendments (with compliance of AIS 140 with emergency buttons for access to every passenger in the bus, preferably inbuilt box).	Requesting department to accept Separate AIS 140 box will be provided for AIS 140 requirement which is compliant to AIS 140 norms only , compliance with IS 16833:2018 should be made optional. ITS system with AIS 140 emergency button integration and emergency video streaming will be provided. Kindly accept	As per RFP.
22.	Volume-III	Wind Screen –	Windscreen glasses shall meet the	Requesting department to	As per RFP.

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M/s Tata Motors					
		Front and Rear - 40	requirements of BIS 2553: Part II-1992 or latest and that of CMVR and AIS-052. The glazing used for fitment of glasses shall be Ethylene Propylene Dien Monomer (EPDM) rubber of black colour as per AIS 085. Optionally windscreen may be pasted with suitable adhesive. The Front wind screen shall be ISI Mark or E-Mark. Front wind screen in the bus shall be in single piece design, plain/ flat with curved corners, PVB film laminated of float Glass, 'AA' Grade safety glass of minimum thickness of 8.0 mm with demisting feature/system. Rear windscreen shall also be in single piece design; toughened flat or curved glass of thickness of 6.0 mm. A grab handle below the windshield, centre of the front face and foot rests above the bumper at suitable height shall be provided to facilitate manual cleaning of the windscreens.	accept Front = 7.76 mm Rear wind shield will not be provided	
23.	Volume-III	Fire Extinguishers - 42.1	Multipurpose dry powder type (Stored pressure), duly filled fire extinguishers conforming to BIS: 13849-1993 or latest,	Requesting department to accept 6 + 4 kgs Fire extinguishers will be provided	As per RFP number DCGM/SBU/940/2020/A C

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M/s Tata Motors					
			two numbers of 5 kg capacity each shall be provided as per the AIS-052. One Fire extinguisher shall be located near to the driver seat and another ahead of the rear gate's front flap duly encased & fitted with proper reinforcement. The enclosure box shall have transparent breakable glass at front cover.		
24.	Volume-III	Lights and Lighting System - 49	49.1 External lighting, light signaling and indicating systems of the bus shall comply to the CMVR and AIS-052 as amended from time to time. 49.2 Internal light, signaling and indicating system shall provide adequate illumination inside the bus for the safe operation by the driver and the passengers during darkness other conditions of reduced visibility. Internal illumination devices are Cab Lamp, Passenger Area (Saloon) Lamps, Entry/Exit lamps, lamps for Instrument Cluster,	Requesting department to accept as per AIS052	As per RFP.

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M/s Tata Motors					
			Control Unit, Locker, Electrical Distribution etc. It is preferable to use LED based lamps where ever it is possible. In Passenger area LED lamps shall be fitted. Illumination levels for interior lighting shall be as per the requirements laid down in AIS-052. 49.3 Interior saloon lighting shall be LED Lights of High Power Cool White or equivalent with illumination level in line with AIS 052 to be mounted in two separate circuits in staggered formation for uniform lighting. 49.4 Illumination level in the cabin shall be in line with AIS 052. 49.5 Illumination level at Saloon Light and Entry/Exit Door shall be in line with AIS:052. 49.6 In order to avoid glare to the driver while in motion, illumination of the area at least up to the driver partition shall be shut off while in motion by an appropriate separate switching		

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M/s Tata Motors					
			mechanism linked with the opening & closing of the exit door. The light ON/OFF switching can be through automatic with door closing/opening or separately through manual switching by the driver. 49.7 Headlamps conforming to CMVR requirements including head levelling device with 30 relay and side light etc. shall be suitably styled into front-end construction. All lighting and light signaling devices, its fitment and performance shall comply with requirements of CMVR and/or AIS 052 Bus Code. 49.8 White on front side and Red on rear side end out line (height marker) lights shall be fitted at both top side corners of the front and rear panel of the bus respectively. 49.9 Side Turn Signal Indicators, Tail light signal, Brake signal, Reverse & Parking light shall be fitted as per the provisions of the CMVR. Side markers shall be provided		

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M/s Tata Motors					
			on both sides as per bus code/ AIS 008. 49.10 All the lights, their wattages lighting systems shall conform to the requirements of Bus code, CMVR and other relevant AIS standards and shall be arranged aesthetically. 49.11 Lights provided for illuminating exit/entrance door area, the lights shall illuminate the outside area up to at least one meter when door/doors is/are opened. The lights for exit/entrance door areas shall be flushed as far as possible to avoid tripping of passengers, protrusions if any shall conform to relevant CMVR/ AIS Standards. 49.12 Entry/ exit lights-Lights shall be automatically switched off when the door is closed. 49.13 A well-lighted bus registration number plate shall be fitted at Front & rear as per the provisions of CMVR. The Operator shall be required to comply with the directives/ regulations regarding high security number plates as notified		

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M/s Tata Motors					
			by the Government of India. The registration number plate is also to be displayed / fitted on both sides of the bus. 49.14 Deleted. 49.15 A reverse buzzer shall be installed at the rear of the bus to sound intermittently while reversing of the bus by the driver. 49.16 The bus shall be fitted with fog lamps as prescribed in CMVR. 49.17 Switches shall be fitted through evenly loaded circuits & fuses as per the bus code.		
25.	Volume-III	General Requirements - 54.13	Ease of accessibility to electric propulsion system & other aggregates for easy maintenance would be ensured. Assemblies / units would be so mounted that they are easily accessible & can be removed without disturbing other components / assemblies.	Bus is designed for ease of accessibility and serviceability. Some components' removal may need adjacent component removal. Requesting department to accept	Please refer amendment to RFP document.
26.	Volume-III	58.6	For proper air ventilation, 200 mm 24V DC cabin fan shall be provided on each side pillar or at appropriate location on both side of the bus covering all the passenger	Requesting department to accept 11 fans will be provided in passenger saloon area and	As per RFP.

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M/s Tata Motors					
			seats and one fan in driver’s cabin	1 fan for driver will be provided. Power consumption per fan = 18W	
27.	Volume-III	Gradability - 3	To take care of the peak over load of about 20% the bus has to have buffer Power to pull the load comfortably over a gradient of 17%,	Requesting department to accept The Bus will be designed and certified as per CMVR norms for rated GVW meeting all the performance requirements	The requirement of peak over load of 20% is on pay load to the worked out as per AIS- 052. Gradability (stand-start) – 17% minimum as per RFP
28.	Volume-III	Slow Charging - 27	Buses should be capable of running minimum 140 Km (with 80% SOC) on single charge range within 4 hrs and minimum 120 km with passengers, GVW & AC in running condition.	Request to give clarity on the test procedural requirement of "running minimum 140 Km (with 80% SOC) on single charge " As per TML requirement it should be calculated as per AIS 040 / FAME II else testing conditions to meet following requirements 1) GVW : Rated GVW	As per RFP.

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M/s Tata Motors					
				2) Average speed : >20 3) Ambient temperature : ~ 32 Kindly accept	
29.	Volume-II	Detailed Scope of the Operator - 2.2	(f) Of the total fleet, the Operator is expected to make 300 Nos. Electric AC buses for operations with 95% fleet availability in both the shifts on all the seven days except on national holidays and Holi and Deepawali festivals etc. The Operator is expected to keep spare fleet to meet this requirement.	Request authority to kindly apprise the formula of calculating the Annual Availability. Further, we request Authority to seek total annual fleet availability of 94% for the first three year and 90% thereafter for remaining contract period.	As per RFP.
30.	Volume-II	Detailed Scope of the Operator - 2.2	(g) The bidder shall have the complete opportunity to use any of the available technology for bus charging. The specified routes have been provided in the DCA for the better understanding.	Request Authority to kindly provide the routes details as the same is not provided in the DCA (at page 161 in Schedule J)	As per RFP.
31.	Volume-II	Detailed Scope of the Operator - 2.2	(j) While calculating penalties/default calculations for fleet availability/operations, non-availability of buses for a particular day due to failure of power supply from DISCOM source for minimum 6 hours continuously will be excluded for	Request Authority to kindly modify the clause as Authority is demanding the 18 hours of operation and in case of electricity failure for 5 hours in night, the operator shall not	As per RFP.

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M/s Tata Motors					
			that day.	able to charge the bus and hence liable for penalty for not its default. Therefore, request Authority to kindly modify the clause (request for deletion of this 6 hours continuous power supply failure line) so that necessary relaxation need to be provided on case to case basis to the operator.	
32.	Volume-II	The Contract - 3.1.	3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby awards to the Operator the right to procure, supply, Operate and Maintain the Buses and Operate and Maintain the Maintenance Depots for the period specified herein (the “Contract”) for a period of 10 (ten) years after COD of last bus (the “Contract Period”), and the Operator hereby accepts the Contract and agrees to implement the same subject to and in accordance with the terms and conditions set forth herein.	Request Authority to calculate the contract period of 10 years from the date of commissioning of individual lot of buses and not from start date of operation of last bus.	As per RFP.

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			For avoidance of doubt, the Contract Period of 10 (ten) years will be after COD of last bus.		
33.	Volume-II	Obligations relating to Project Agreements - 5.2.6	5.2.6 Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner	We request Authority that Operator may select/ replace/ sub-contract the of O&M sub-contractor. The Operator shall provide the necessary information to Authority, request Authority to not insist of Authority consent for selection/ replacement of O&M sub-contractor.	As per RFP.

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			on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator or its Contractors from any liability or obligation under this Agreement.		
34.	Volume-II	Obligations relating to information - 5.9	5.9 Obligations relating to aesthetic quality The Operator shall maintain a high standard in the appearance and aesthetic quality of the Project and achieve integration of the Buses and Maintenance Depots with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements.	Request authority to kindly elaborate on the clause, more specifically to " <i>and achieve integration of the Buses and Maintenance Depots with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements</i> ".	As per RFP.
35.	Volume-II	Appropriation of Performance Security - 9.2	9.2 Appropriation of Performance Security Upon occurrence of an Operator Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in	Request Authority in case of encashment of performance security at full/partial, the Authority shall waive off the conditions for replenishing the Performance Security for full/partial amount.	As per RFP.

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			respect of such Operator Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Operator shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Operator shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 32. Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Operator shall be entitled to an additional Cure Period of 120 (one hundred and twenty) days for remedying the Operator Default or for satisfying any Condition Precedent, and in the event of the Operator not		

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			curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 32.		
36.	Volume-II	Licence and Right of Way for Depot Sites - 10.2	(i) making a payment of Rs. 90,000/- per year increased at the rate of 10% at the end of each year per Stage Carriage on the actual number of buses registered in a Depot including the reserve fleet; (ii) passenger facility charges upon operator making a payment of Rs. 10,000/- per Bus per month on the actual number of buses registered including the reserve fleet, where any change in charge for the aforesaid shall paid for/payable to Authority; (iii) For locations other than parent depots, if required by the operator on making a payment of Rs 123.98/sqm/month increased at the rate of 5% at the end of each year;	We request Authority to provide the depot space without any charge/ cost. The depot space to be provided free of cost. The fee suggested Rs 90,000/- per year with increased of 10% every year per stage carrier is too high. The authority to provide the depot space free of cost. Request authority to provide the depot, space free of cost and not levy any charges as per clause 10.2.1 (i), (ii), (iii) in the head per year stage carrier charge @ 90000 per year and per month passenger facility	As per RFP.

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				charger @ 10,000 per bus respectively.	
37.	Volume-II	Damage due to Accident - 13.11	13.11.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within 1 (one) hour of its occurrence followed by a written notice and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within 5 (five) minutes of the occurrence of such accident, followed by a written notice. Where any persons involved in the accident have suffered injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help and treatment. The Authority shall provide reasonable assistance support to the Operator on best efforts basis.	Request authority to give more realistic time lines, the Operator will inform Authority of any accidents within [3 (three)] hour of its occurrence and in the event, such accident involves any fatality, the Operator shall intimate such accident within 02 (Two) hours of the occurrence of such accident.	As per RFP.
38.	Volume-II	Payment for Change of Scope - 15.30	15.3.1 Within 30 (thirty) days of issuing a Change of Scope Order relating to Maintenance Depots, the Authority shall make a part payment to the Operator in a	We request Authority to kindly pay the total sum for any change scope payment.	As per RFP.

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			sum equal to 10% (ten per cent) of the cost of Change of Scope as agreed hereunder upon furnishing of a bank guarantee by the Operator for an equivalent amount and for a period of 180 (one hundred and eighty) days, substantially in the form specified in Schedule-D. The Operator shall, after commencement of work, present to the Authority 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 Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Operator 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	Therefore, the clause conditions need to be modified as : 15.3.2 Notwithstanding anything to the contrary contained in Clause 15.3.1, all costs arising out of any Change of Scope Order shall be borne by the Authority in accordance with Clause15.3.1.	

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			Procedure. 15.3.2 Notwithstanding anything to the contrary contained in Clause 15.3.1, all costs arising out of any Change of Scope Order shall be borne by the Operator, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 15.3.1.		
39.	Volume-II	Operations of Buses - 16.1.1	16.1.2 In addition to the Applicable Permits, the Operator shall ensure that it procures and maintains a valid Certificate of Fitness and pollution control certificate from the relevant Government Instrumentalities for all the Buses throughout the Contract Period in accordance with Applicable Law.	Request Authority to kindly confirm whether electric buses required PUC certificate.	PUC certificate is required, if applicable as per law.
40.	Volume-II	Routes and Schedules - 16.4	16.4.1 The Parties agree that the Authority shall have the exclusive right to determine Routes, frequency and schedules of the Buses as part of Deployment Plan through the Contract	Request authority that routes, frequency & schedules must be done after due deliberation with the Operator keeping in view points like traffic, average	As per RFP.

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			Period. The Authority shall provide the routes for Operation as specified in Schedule-J (the “Operational Routes”). The Operator shall only ply Buses on the Operational Routes, unless directed otherwise by the Authority. For the avoidance of doubt, it is clarified that the Authority may amend the Operational Routes with prior notice to the Operator. Provided further that if the Authority amends the Operational Routes pursuant to this Clause 16.4.1, there shall be no reduction in the Annual Assured Bus Kilometres.	speed of bus etc. Also, additional preparation may have to be done like for opportunity charging. Therefore, in case need arises for installation of additional charger due to change in routes, the same shall be look into.	
41.	Volume-II	Routes and Schedules - 16.4	16.4.2 In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Deployment Plan or without specific instructions of the Authority in relation thereof, it shall be liable for payment of Damages at the rate of 0.01% of the Performance Security.	The penalty/ damages amount shown for unauthorised/ unscheduled trip is very high. We request authority to limit the overall liability of the operator under the agreement, either through total fines or all other fines or aggregate fines, whether the liability arises as a result of single act or a series of	As per RFP.

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				act should be limited to a maximum of an amount of equal to 1% of the total payment received by operator.	
42.	Volume-II	Routes and Schedules - 16.4	16.4.3 The Authority may after due notification to the Operator, change the route(s)/ frequency/ schedule of the Buses due to any reason whatsoever including but not limited to passenger feedback, special circumstances, festivals and seasonal requirements. In case the Authority makes any such change(s), it shall notify the Operator in writing 5 (five) days prior to implementation of such change.	We request authority that any changes in routes must be done after due deliberation with the Operator since additional preparation would have to be done like for opportunity charging. Also, in case need arises for installation of additional charger due to change in routes, the same shall be looked into.	As per RFP.
43.	Volume-II	Deployment Plan - 16.5	16.5.1 The Authority shall develop a Deployment Plan containing details including but not limited to number and type of Buses, details of the assured availability during the Contract Period, routes, schedules of Buses including description of Bus Stops, frequency and table of schedule providing Bus headways, based on peak and off peak hour (the	Request authority to develop fleet deployment in consultation with Operator.	As per RFP.

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			“Deployment Plan”), more particularly specified in Schedule-J.		
44.	Volume-II	Deployment Plan - 16.5	16.5.4 The Authority reserves the right to make changes to the Deployment Plan from time to time. with prior notification, of at least 5 (five) days, of such change to the Operator.	We request authority that any changes in routes must be done after due deliberation with the Operator since additional preparation would have to be done like for opportunity charging. Also, in case need arises for installation of additional charger due to change in routes, the same shall be looked into.	As per RFP.
45.	Volume-II	Incidents En-Route - 16.6	16.6.1 In case of breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within {2 (two) hours}of breakdown. The Operator shall immediately provide a replacement Bus to complete the route after such Bus failure, failing which it will be deemed as an Operator Event of	Request authority to kindly increase the time limits to 03 hours for tow-away breakdown vehicle. Also, the damages as suggested in clause is too high. We request authority to limit the overall liability of the Operator under the agreement, either through total fines or all other fines or aggregate fines, whether the liability arises as a	As per RFP.

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			Default and the Operator shall be liable to pay Damages at the rate of 0.5% of the Performance Security per Bus.	result of single act or a series of act should be limited to a maximum of an amount of equal to 1% of the total payment received by Operator.	
46.	Volume-II	Incidents En-Route - 16.6	16.6.3 In an unforeseen event involving unruly behavior by passengers or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the route or go back to the Bus Depot, then the Operator shall arrange to tow-away such Bus immediately and if failed to tow within 2 (two) hours of such occurrence, failing which Operator shall be liable to pay Damages at the rate of 0.2% of the Performance Security per Bus.	Request authority to not levy any penalty for non towing of breakdown bus within 02 Hrs due to vandalism or riots. Please note that vandalism or riots is a situation beyond the control of Operator as well as authority and the bus can be only towed back only after reinstating peace in that area. Also, the damages as suggested in clause is too high. We request authority to limit the overall liability of the Operator under the agreement, either through total fines or all other fines or aggregate fines, whether the liability arises as a result of single act or a series of	As per RFP.

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				act should be limited to a maximum of an amount of equal to 1% of the total payment received by Operator.	
47.	Volume-II	Spares and Consumables - 17.3	17.3.4 The Operator shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 6 (six) months.	Request authority that as per the clause 2.2.e, the buses are taken away by operator on completion of project, therefore this clause is of no use for Authority. Hence, requested authority to kindly delete the clause.	As per RFP.
48.	Volume-II	Damages for breach of Maintenance Obligations - 17.5	17.5.1 In the event that the Operator fails to repair or rectify any defect or deficiency in a Bus, 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 Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the rate of 0.5% of the Performance Security per Bus. Recovery of	We request Authority to not to levy this penalty as in case Operator is not able to rectify any defect or deficiency in any Bus, the same shall be automatically come under non-availability and for the damages for not meeting availability are already prescribed in contract.	As per RFP.

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			such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof. For the avoidance of doubt, the Parties agree that the Damages specified in this Clause 17.5.1 shall not be due and payable for and in respect of any day that includes a Non- Available Hour.	Therefore, we request Authority to not deduct the double penalty.	
49.	Volume-II	Authority's right to take remedial measures - 17.7	In the event the Operator does not maintain and/or repair the Bus 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 Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Operator to	Request Authority that Operator is bound by the contractual obligations and shall operate and maintained the buses in line with the contract requirements. The prerogative of maintenance/ repair shall be remain with the Operator as per his best ability and Judgement. No recovery of any type need to be levied on Operator in relation with this clause.	As per RFP.

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			the Authority as Damages. The Parties agree that the Authority shall not in any manner be liable for any damage to, or deterioration in, a Bus occurring on account of the remedial measures taken hereunder.		
50.	Volume-II	Tests - 19.4	For determining that the maintenance of Bus conforms to the Maintenance Obligations, the Authority may require the Operator to carry out, or cause to be carried out, the tests specified by it in accordance with Good Industry Practice. The Operator shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests to the Authority within 15 (fifteen) days of such tests being conducted. One half of the costs incurred on such tests shall be reimbursed by the Authority to the Operator. Provided, however, that the Authority shall not bear any costs hereunder for and in respect of Tests which have failed.	We request Authority that Operator shall be responsible of contractual obligations and accordingly maintenance of buses shall be carried out by Operator. Authority may conduct any test on the bus the cost of same need to be bear by Authority only.	As per RFP.

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51.	Volume-II	Remedial measures - 19.5	19.5.1 The Operator 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 19.3 and furnish a report in respect thereof to the Authority within 15 (fifteen) days of receiving the Maintenance Inspection Report or the test results, as the case may be. 19.5.2 The Authority shall require the Operator to carry out or cause to be carried out tests, at the cost of the Operator, to determine whether the remedial measures have brought the Buses 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 Buses conforms to the Maintenance Obligations and Safety Requirements. In the event that remedial measures are not completed by the Operator in conformity with the provisions of this Agreement, the	We request Authority that Operator shall be responsible of contractual obligations and accordingly maintenance of buses shall be carried out by Operator keeping in view contractual, aesthetic and availability obligation. Therefore, no additional penalty to be imposed on the operator under this clause. We request authority to limit the overall liability of the Operator under the agreement, either through total fines or all other fines or aggregate fines, whether the liability arises as a result of single act or a series of act should be limited to a maximum of an amount of equal to 1% of the total payment received by Operator.	As per RFP.

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			Authority shall be entitled to recover Damages from the Operator at the rate of 0.01% of the Performance Security.		
52.	Volume-II	KEY PERFORMANCE INDICATORS - Reliability - 20.2	20.2.1 The Parties agree that the average reliability of all Buses in the Fleet shall be measured on a quarterly basis in terms of the number of Breakdowns per 10,000 (ten thousand) kilometres travelled by the Buses (the “Reliability”). 20.2.2 The Reliability hereunder shall be equal to the quotient of the cumulative distance travelled by all Buses divided by the aggregate number of Breakdown of all such Buses multiplied by 10,000 (ten thousand). 20.2.3 The Operator agrees that the Reliability for the Buses determined in accordance with Clause 20.2.2 shall be equal to or more than 1 (one).	We request authority to kindly modified criteria as the reliability asked as per clause 20.2.3 is very stringent, therefore we request that reliability with reference to clause 20.2.2 & 20.2.3 shall be equal to or more that 0.40 (zero point forty).	As per RFP.
53.	Volume-II	Punctuality - 20.4	20.4.1 Punctuality shall be measured on a quarterly basis in terms of the percentage of on-time start of trips to the total number of trips operated on a daily basis (“Start Punctuality”). The total number of	We request the Authority for the Punctuality factor kindly consider the cases where delay is caused due to traffic jams, morchas, change in routes,	As per RFP.

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			trips starting/arriving late during the month will be recorded and subtracted from the number of trips operated to arrive at the on-time trips operated figures separately in each case. 20.4.2 The Operator agrees that the Punctuality for arrival at the respective destination shall be measured on a quarterly basis in terms of the percentage of trips with on-time arrival at destination to the total number of trips operated on a daily basis (“Arrival Punctuality”). 20.4.3 The Parties agree that the Operator may exercise a relaxation equivalent to 5 (five) minutes, for start of the bus schedule, and 10% (ten percent) of the subsequent scheduled trip time (subject to a maximum of 15 (fifteen) minutes) for start of subsequent schedules and arrival of trips. 20.4.4 Subject to the provisions of Clause 20.4.3, the Operator agrees that the Start Punctuality determined in accordance with Clause 20.4.2 shall be equal to or	adverse weather conditions and conditions which is beyond the control of Operator and thereby request authority to increase the punctuality time by 15 minutes for start of trip and 30 minutes for subsequent trip time. Subject to the above the Start Punctuality determined in accordance shall be equal to or more than [80%] and the Arrival Punctuality shall be equal to or more than [70%] respectively.	

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Annexure-1 (PRE BID MEETING DT- 07.12.2020 (QUERIES/SUGGESTIONS PERTAINING TO RFP NO. - DCGM/SBU/940/2020/AC)					
S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Tata Motors					
			more than 90% (ninety percent) and the Arrival Punctuality shall be equal to or more than 80% (eighty percent) respectively.		
54.	Volume-II	Frequency - 20.5	20.5.1 The frequency of operation of Buses shall be measured on a quarterly basis in terms of percentage of the cumulative trips travelled by all Buses to the aggregate number of scheduled trips (“Trip Frequency”) and a percentage of the cumulative Bus Kms operated to the aggregate scheduled Bus Kms (“Bus Kms Frequency”), respectively. 20.5.2 The Operator agrees that the Trip Frequency and the Bus Kms Frequency, as the case may be, determined in accordance with Clause 20.5.1 shall be equal to or more than 94% (ninety four percent). 20.5.3 The Buses shall be operated continuously such that the first Bus in each direction shall depart no later than 0530 hours and the last Bus shall terminate not earlier than 2330 hours at	The clause is very stringent. We request Authority for modification of this clause to Authority - for the Frequency factor kindly consider the cases where delay is caused due to traffic jams, strikes, lockout, morchas, change in routes, adverse weather conditions and conditions which is beyond the control of Operator, therefore necessary relaxation need to be provided for above. Clause 20.5.2 need to modified - The Operator agrees that the Trip Frequency and the Bus Kms Frequency, as the case may be, determined in accordance with Clause 20.5.1 shall be equal to or more than	As per RFP.

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M/s Tata Motors					
			the frequency specified in the Deployment Plan and this Agreement; provided that on Sundays and holidays, the duration of services may be reduced. 20.5.4 The Buses in each direction shall be operated as per the Deployment Plan, which will be available in the public domain for the information of the passengers, who will use the services. 20.5.5 The average speed of Bus movement from the beginning point to the termination point during any hour of the day, including stops, shall not be less than 15 (fifteen) kilometres per hour. For the avoidance of doubt, stops at the bus stop shall not be less than 30 (thirty) seconds each.	[90% (ninety percent)].	
55.	Volume-II	Safety of Operations - 20.6	20.6.1 The Parties agree that the Safety of Buses in the Fleet shall be measured in terms of inverse of number of accidents per 1,00,000 Kms (One lakh kilometres) (the “General Safety”) and the number of fatalities per 10,00,000 Kms (Ten lakh kilometres)] (the “Severe Safety”),	The clause is very stringent considering the traffic, we request for modification of this clause to Authority - for the clause 20.6.1 & 20.6.2, necessary relaxation to be provided to Operator (case to	As per RFP.

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M/s Tata Motors					
			respectively. The General Safety and Severe Safety shall be calculated in terms of cumulative Bus Kms operated divided by number of accidents multiplied by 1,00,000 (One lakh) and cumulative Bus Kms operated divided by number of fatalities multiplied by 10,00,000 (Ten lakh), respectively. 20.6.2 The Operator agrees that the General Safety and the Severe Safety, as the case may be, determined in accordance with Clause 20.6.1 shall be equal to or more than 1 (one).	case basis) wherein accidents has happened due to reason not attributable to operator.	
56.	Volume-II	Damages for failure to achieve key performance indicators - 20.10	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20 and for repeated shortfall in performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on passenger feedback and inspections by the Authority, it shall pay Damages equal to 0.1% (zero point one per cent) of the Performance Security for such shortfall in	We request authority to limit the overall liability or the total liability under agreement either through total fines or all other fines or aggregate fines, whether the liability arises as a result of single act or a series of act of all the key performance indicator specified in Article 20 under this Contract shall be capped at 1% of the Total	As per RFP.

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S. No.	Subject	Clause no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
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			any such performance indicator. In addition to the already existing clause, the Operator shall pay Damages as per Annex-I of Schedule – I subject to the capping of 5% of the total amount of invoice in a month. The Damages/penalties will be revised @5% after every two years.	Project Cost during the Contract Period.	
57.	Volume-II	Annual Assured Kilometer - 22.4	22.4.2 In the event the Authority is unable to demand from the Operator Bus Kilometres up to Annual Assured Bus Kilometre in totality for all the buses (i.e. 73,000 km X no. of buses Scheduled for operation), the Authority will pay to the Operator, the fee for Annual Assured Bus Kilometre (the “Annual Assured Payment Amount”).	Request authority to kindly let us know what is Annual Assured payment amount.	As per RFP.
58.	Volume-II	TRAINING AND DEPUTATION - 23	23.3.1 Training courses, as may be required by the Authority prior to the Commercial Operation Date, shall be conducted by the Operator at the Maintenance Depots or a location nominated by the Authority. 23.3.2 The Operator shall procure that the	We request Authority that that training may be provided by operator at his in-house centres or training centres as identified by operator. Therefore, request Authority to delete the clause 23.3.3 a & b.	As per RFP.

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M/s Tata Motors					
			following minimum facilities shall be installed and operated at the training premises: (a) air-conditioned lecture halls; and (b) any other facilities and infrastructure required for conducting the training in accordance with the provisions of this Agreement. 23.3.3 The driving training simulator to be provided by the Operator shall be a computer controlled visual system showing the road and signals ahead and interfaced with the driver’s controls. The simulator shall include: (a) A driver’s desk mounted within a motion simulated driving cab; (b) a driver instructor’s console including a steering wheel, [gear transmission], for inputting information and observing the driver’s technique along with printing facilities for recording the proceedings; (c) adequate margin in design of software and hardware to accommodate minor changes/		

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M/s Tata Motors					
			addition of features in future, if required; (d) a design that shall accommodate road/signalling features of the section through video generated graphics for at least 10 kms (5 kms in each direction); and (e) In case of fatal accident, Driver to undergo immediately for refresher training course and pass a skill test in IDTR and undergo medical check up for eye sight conducted by a medical board. (f) other features in accordance with Good Industry Practice. 23.3.4 A computer based training (CBT) module to be provided by the Operator shall simulate fault finding steps required to be taken by maintenance staff in accordance with Good Industry Practice.		
59.	Volume-II	TRANSFER OF MAINTENANCE DEPOTS - 24	Article 24: Transfer of Maintenance Depots	Requesting department to accept as per Niti aayog MCA document only	As per RFP.
60.	Volume-II	TRANSFER OF MAINTENANCE DEPOTS - 24.2	24.1.2 Upon transfer of Maintenance Depots hereunder, all equipment, machinery, building, structures,	Requesting department to accept as per Niti aayog MCA document only	As per RFP.

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M/s Tata Motors					
			hardware, software and other assets comprising the Maintenance Depots shall vest in the Authority without any Encumbrance.		
61.	Volume-II	TRANSFER OF MAINTENANCE DEPOTS - 24.2	24.2.1 The Operator shall provide to the Authority, free of charge, an inventory of Spares along with the Maintenance Depots transferred under this Article 24. The inventory shall comprise of Spares equivalent to one-half of the average annual consumption of Spares in the Buses and at the Maintenance Depots during the preceding 3 (three) Years. For this purpose, the Operator shall compute the total consumption of each 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.	Requesting department to accept as per Niti aayog MCA document only	As per RFP.
62.	Volume-II	ESCROW ACCOUNT - 27	-	Requesting department to accept as per Niti aayog MCA document only	As per RFP.
63.	Volume-II	TRAFFIC	-	Requesting department to	As per RFP.

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M/s Tata Motors					
		REGULATION AND SECURITY - 28		accept as per Niti aayog MCA document only	
64.	Volume-II	FORCE MAJEURE - 29	-	Requesting department to accept as per Niti aayog MCA document only	As per RFP.
65.	Volume-II	COMPENSATION FOR BREACH OF AGREEMENT - 30	-	Requesting department to accept as per Niti aayog MCA document only	As per RFP.
66.	Volume-II	SUSPENSION OF OPERATOR’S RIGHTS - 31	-	Requesting department to accept as per Niti aayog MCA document only	As per RFP.
67.	Volume-II	TERMINATION - 32		Requesting department to accept as per Niti aayog MCA document only	As per RFP.
68.	Volume-II	DIVESTMENT OF RIGHTS AND INTEREST – 33		Requesting department to accept as per Niti aayog MCA document only	As per RFP.

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M/s Tata Motors					
69.	Volume-II	Liability for defects after Termination - 34.1	The Operator shall be responsible for all defects and deficiencies in the Buses and Maintenance Depot for a period of 180 (one hundred and eighty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Buses during the aforesaid period. In the event that the Operator fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Operator’s risk and cost so as to make the Buses conform to the Maintenance Obligations. All costs incurred by the Authority hereunder shall be reimbursed by the Operator to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same	As the ownership of buses belongs to Operator, after completion of project as per clause 2.2 e, operator need to take back the buses, therefore for contracted buses need of defect liability period does not arise. Therefore, request Authority to suitably amend the clause.	As per RFP.

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M/s Tata Motors					
			from the Escrow Account.		
70.	Volume-II	ASSIGNMENT AND CHARGES - 35	-	Requesting department to accept as per Niti aayog MCA document only	As per RFP.
71.	Volume-II	CHANGE IN LAW - 36	-	Requesting department to accept as per Niti aayog MCA document only	As per RFP.
72.	Volume-II	LIABILITY AND INDEMNITY - 37	-	Requesting department to accept as per Niti aayog MCA document only	As per RFP.
73.	Volume-II	RIGHTS AND TITLE OVER SITES - 38	-	Requesting department to accept as per Niti aayog MCA document only	As per RFP.
74.	Volume-II	DISPUTE RESOLUTION - 39	-	Requesting department to accept as per Niti aayog MCA document only	As per RFP.
75.	Volume-II	DISCLOSURE - 40		Requesting department to accept as per Niti aayog MCA document only	As per RFP.
76.	Volume-II	REDRESSAL OF COMPLAINTS – 41		Requesting department to accept as per Niti aayog MCA document only	As per RFP.

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M/s Tata Motors					
77.	Volume-II	Penalty and Fines - Annex-I	The Authority may add Incidents and Deficiencies as and when required with notice to the Operator. These penalties will be revised @5% after every two years	We request Authority that there shall be no changes/ addition/ deletion/ amendments in any of the fine parameter after bidding by bidder and during the currency of contract. However, in case of any need arises for changing any parameter, request authority such changes/ addition/ deletion/ amendment in fine parameters, after signing of the contract shall be done on mutual basis only. Accordingly, request authority to kindly delete/ modified the clause of unilateral modification. Also, request Authority to kindly keep the penalties fixed throughout the contract duration and therefore, kindly modify the revision clause of	As per RFP.

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M/s Tata Motors					
78.	Volume-II	Penalty and Fines - Annex-I	Penalty and Fines	5% after every two years. We, request Authority that there should be no addition/ deletion in any of the clause/ Sub-clause/ Annexures etc. of the contract during currency of contract. In case Authority want to alter or want introduce any new clause/ Sub-clause/ Annexures or want to delete any clause/ Sub-clause/ Annexures, the same shall be done only by mutual consent of both the parties in joint sign off. Therefore request authority to kindly modified the Annexure 1 lines stating <i>"The Authority may add Incidents and Deficiencies as and when required with notice to the Operator"</i> .	As per RFP.
79.			Penalty and Fines	The most of the penalty	As per RFP.

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M/s Tata Motors					
				mentioned in Annex I is qualitative type and very subjective in nature and does not have clear cut quantified methodology regarding procedure of imposing penalty. Therefore, these high penalties will be used arbitrarily against operator. Moreover, penalties like driver not wearing clean uniform, Deliberate non adherence of the schedule timings, driver not stopping at designated stop, misbehaving etc. are very subjective and may be imposed arbitrarily on operator.	
80.			Penalty and Fines	The fine amount mentioned for non availability, deliberate non adhering timing are very high,	As per RFP.

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M/s Tata Motors					
				we request authority to reduce the fine amount in all category by 70% to make bid more lucrative for bidder. Also, we request Authority that fine/ penalty amount need to be uniform throughout the contract period, therefore kindly amend the clause suitably by deleting the bi-annual 5% increase penalty para.	
81.			Penalty and Fines	Also, the penalty mentioned in Annexure I are very high and same need to bring down. Thus, we request authority to limit the overall liability of the operator under the agreement, either through total fines or all other fines/ penalty, whether the liability arises as a result of single act or a series of act should be limited to a	As per RFP.

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M/s Tata Motors					
				maximum of an amount of equal to 1% of the total payment received by operator or 1% amount of average payment of last three payment periods.	
82.			Additional Clause/query	Request Authority to kindly clarify under whose scope is toll tax, green tax. We request authority to kindly bear the cost of toll tax as the scope of changes in routes is under purview of Authority. Request Authority to kindly clarify for the payment of taxes (GST). We request Authority to kindly provide incentives also for achieving Key Performance Indicators for increase in performance during a month, the authority shall pay	Please refer amendment to RFP document.

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				incentive equal to 0.1% of the monthly bill for achievement in any such performance indicator.	
83.	Volume-II	2.2 Detailed Scope of the Operator - 2.2 C	Develop charging infrastructure including development, supply and erection of transformers and all necessary electrical systems, sub-systems, accessories and parts as required for charging Infrastructure in the parent depot, Provide Chargers and maintain complete charging infrastructure including civil infrastructure for undertaking preventive and breakdown maintenance.	1) Request Authority to Make available bulk power access at required load/ capacity at 11Kv line at one point on the selected Maintenance Depot site(s) at the cost of the Authority	As per RFP.
84.	Volume-II	5.12 Obligations relating to charging infrastructure - 5.12	The Operator agrees that it shall provide for charging infrastructure at the Maintenance Depots for minimum 100 Buses and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Operator agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the	1) The Upstream Power Receiving station arrangement at 11 Kv level will be in Authority scope , from receiving station to internal distribution will be in Operator scope , The Detailed Engineering Inputs will be submitted once the Tender awarded .	As per RFP.

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M/s Tata Motors					
85.	Volume-II	5.12 Obligations relating to charging infrastructure - 5.12	purpose of charging of Buses and no other purpose whatsoever. If required, the Operator will install charging infrastructure at the place other than the Maintenance Depot at their own cost and in that case, the cost of upstream infrastructure i.e. electricity connection of requisite power load will also be borne by the Operator.	2) For easy of Monitoring and to avoid the matching of accuracy class , Similiar to Tariff Meter we will Provide same meter at HT upstream power source end instead of individual Charger Unit . Kindly accept	
86.	Volume-II	5.12 Obligations relating to charging infrastructure - 5.12		3) Request Authority to confirm that proposed location /site for the Maintenance Depots whether has Compound wall , gates , Approaches/ Roads , Availability of the adequate power at Proposed depot and necessary service lines .	
87.	Volume-II	5.12 Obligations relating to charging infrastructure - 5.12		4) Request Authority to share with Infra Opex service provider that, List of all facilities available in the proposed Depots.	

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M/s Tata Motors					
88.	Volume-II	5.12 Obligations relating to charging infrastructure - 5.12		5) No of Maintenance Bay and Pits Availability and confirmation is required. Kindly confirm	
89.	Volume-II	5.12 Obligations relating to charging infrastructure - 5.12		6) Request Authority to Share the Existing Store Room depot wise	
90.	Volume-II	5.12 Obligations relating to charging infrastructure - 5.12		7) Request Authority to provide the construction power source at one location during project execution in the near by area.	
91.	Volume-II	5.12 Obligations relating to charging infrastructure - 5.12		8) Request authority to provide Water connection in the Proposed Depots.	

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M/s Tata Motors					
92.	Volume-II	5.12 Obligations relating to charging infrastructure - 5.12		10)Request Authority to provide the upstream Power infrastructure at their own cost in terminal points as well.	
93.	Volume-II	SCHEDULE-L MAINTENANCE DEPOTS EQUIPMENT Sr No :2- SCHEDULE-L	[Effluent Treatment Plant (ETP)]	11) Request authority to share the Details of Existing ETP & Requirement if Capacity enhancement .	As per RFP.