



**“ADDENDUM NUMBER 1 & REPLIES TO QUERIES” IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL
(Tender ID: 2020_DTC_191708_1)**

Date of Issue: 28/07/2020

**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/936/2020/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_191708_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/936/2020/AC, Tender ID: 2019_DTC_191708_1, DATE OF ISSUE: 15th JUNE, 2020]

PRE-BID CONFERENCE HELD AT 15.00 HOURS ON 23rd JUNE, 2020 AT HEAD QUARTER, DELHI TRANSPORT CORPORATION, I P ESTATE, NEW DELHI-110002, INDIA
ADDENDUM NUMBER 1 DATED 28.07.2020

AMENDMENTS MADE BY DELHI TRANSPORT CORPORATION TO 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 2	2.2.2 (i)	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 respective Authorities and cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this	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

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				certificate prior to submission of prototype.	shall provide an Undertaking that it will provide this certificate on or before the inspection of prototype.
2.	Section 2	2.2.3 (iv)	33	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 addition, Bidder shall submit FAME-II Scheme eligibility certificate. In case, the Bidder has applied for the certificate to the respective Authorities and cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this certificate prior to submission of prototype.	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 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.

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3.	Section 2	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 30 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 30 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.
VOLUME – II - DRAFT CONCESSION AGREEMENT					
4.	Article 2 – Scope of the Agreement	2.2 (h) – Detailed scope of the Operator	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	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

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				passengers, GVW and AC, 18 hours continuous operation with around 30 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 30 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.	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.
5.	Article 7 – Representations and Warranties	7.1(k) – Representations and warranties of the Operator	33	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	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% (thirty eight per cent) thereof, or such lower proportion as may be

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				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;	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;
6.	Article 20 – Key Performance Indicators	20.10 - Damages for failure to achieve key performance indicators	68	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. In addition to the already existing clause, the Operator shall pay Damages as per Annex-I of	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

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				Schedule – I. The Damages/penalties will be revised @5% after every Two years.	indicator. In addition to the already existing clause, the Operator shall pay Penalty for the incidents as per Annex-I of Schedule – I, which shall be revised @5% after every Two years.
7.	Article 22 – Fee	22.3.3 – Payment of Fee	71	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	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 average number of Buses deployed
8.	Article 36 – Change in Law	36.3 – Protection of NPV	111	Pursuant to the provisions of Clauses 38.1 and 38.2 and for the purposes of placing the Operator in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavour to establish a net present value (the “NPV”) of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount	Pursuant to the provisions of Clauses 36.1 and 36.2 and for the purposes of placing the Operator in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavour to establish a net present value (the “NPV”) of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have

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				rate to be used shall be equal to the weighted average rate of interest at which the Operator has raised its debt under its Financing Agreements.	been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Operator has raised its debt under its Financing Agreements.
VOLUME – III - 12 M STANDARD ELECTRIC AC LOW FLOOR BUS SPECIFICATIONS					
9.	Volume III	1.5	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 shall be submitted no later than 60 (sixty) days from date of LOA and including the details of make/type/model of various units like Electric propulsion system, drive motor/(s), Battery Cooling System, Traction Controller System, Battery Pack and its mounting arrangement, propeller shafts, front axle, rear axle, alternator, regulator, batteries, tyres, steering, instruments on the panel, air compressor, shock absorbers, air bellows, seats, interior/Exterior fittings, wiring harness etc.	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.
10.	Volume III	2.4	6	The bus design should be such as to meet all statutory requirements applicable for the city	The bus design should be such as to meet all statutory requirements

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				of Delhi in all respects. The bus structure would meet requirements of structural strength, stability, deflection, vibration, crashworthiness, etc. amongst others for at least the following main loads.	applicable for the city of Delhi in all respects. The bus structure would meet requirements of structural strength, stability, deflection, vibration, etc. amongst others for at least the following main loads.
11.	Volume III	3.1	8	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 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 no later than 60 (sixty) days from date	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 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

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				of LOA.	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.
12.	Volume III	3.7	9	Specific power consumption of electric propulsion system in terms of kms per KW hour at AIS 039 Standard operating conditions (Indian urban operating cycle) would be ensured along with guaranteed energy consumption level (<u>kilometres per kilowatt hour i.e. km per kwh</u>) under GVW and the standard urban operational conditions / cycle.	Specific power consumption of electric propulsion system in terms of KW hour per 100 kms as per AIS 039 at Standard operating conditions (Indian urban operating cycle) would be ensured along with guaranteed energy consumption level (kilowatt hour per 100 kilometres i.e. kwh per 100km) under GVW and the standard urban operational conditions / cycle.
13.	Volume III	3.10	10	Details of make / model etc. of various items of electric propulsion system and its subsystems would be provided no later than 60 (sixty) days from date of LOA.	Details of make / model etc. of various items of electric propulsion system and its subsystems would be provided in accordance to the provisions of volume II (DCA) of RFP document.
14.	Volume III	4.1	10	Cooling system would efficiently dissipate heat from the electric propulsion system and its subsystems. Replacement/ maintenance of battery cooling system and its items be also	Cooling system would efficiently dissipate heat from the electric propulsion system and its subsystems. Replacement/

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				easily carried out. Details of battery cooling system specifications, cooling capacity, cooling medium, repair and maintenance procedures etc. would be furnished no later than 60 (sixty) days from date of LOA.	maintenance of battery cooling system and its items be also easily carried out. Details of battery cooling system specifications, cooling capacity, cooling medium, repair and maintenance procedures etc. would be furnished in accordance to the provisions of volume II (DCA) of RFP document.
15.	Volume III	5.3	10	Details of make / model etc. of various items of traction Controller System would be provided no later than 60 (sixty) days from date of LOA	Details of make / model etc. of various items of traction Controller System would be provided in accordance to the provisions of volume II (DCA) of RFP document.
16.	Volume III	10.3	11	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	Splash aprons (Mud Flaps) of minimum 6.50mm thickness composed of rubberized fabric/ EPDM rubber shall be installed behind of wheels as needed to reduce road splash and protect under floor components. The splash aprons shall extend downward to within 100mm of the road surface at static conditions. Apron widths shall be no less than tyre widths. Splash aprons shall be bolted to the bus under structure. Other splash aprons shall

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				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 protect bus equipment.	be installed where necessary to protect bus equipment.
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 running condition for continuous operation with around 30 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 30 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.	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

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					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.
18.	Volume III	12.3	13	Battery packs and other components of electrically propelled vehicles should conform to applicable AIS / BIS standards or International Specs / standards in absence of AIS /BIS specs. Battery packs and other components / units of Electric Propulsion system should have been tested and certified to conform to said standards not more than six months prior to fitment on buses . Detailed drawing indicating location and mounting details of Battery packs /and other sub-systems of Electric Propulsion system be provided no later than 60 (sixty) days from date of LOA.	Battery packs and other components of electrically propelled vehicles should conform to applicable AIS / BIS standards or International Specs / standards in absence of AIS /BIS specs. Battery packs and other components / units of Electric Propulsion system should have been tested and certified to conform to said standards prior to fitment on buses. Detailed drawing indicating location and mounting details of Battery packs /and other sub-systems of Electric Propulsion system be provided in accordance to the provisions of volume II (DCA) of RFP document.
19.	Volume III	12.4	13	Make, model, capacity, etc. of each Battery packs and the number of such Battery packs fitted, be submitted no later than 60 (sixty) days from date of LOA. Similar details be also	Make, model, capacity, etc. of each Battery packs and the number of such Battery packs fitted, be provided in accordance to the provisions of

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				submitted for traction controller and other subsystems of the Electric Propulsion system.	volume II (DCA) of RFP document. Similar details be also submitted for traction controller and other subsystems of the Electric Propulsion system.
20.	Volume III	17.14	17	Service Doors operation shall be controlled with the help of three push buttons or switch: o One green button for entrance (press once open, press again closed) o One black button for exit (press once open, press again closed) o One red master button to close both entrance and exit doors at the same time	Service Doors operation shall be controlled with the help of three push buttons or switch: - One green button for entrance (press once open, press again closed) - One black button for exit (press once open, press again closed) - One red master button to close both entrance and exit doors at the same time. <u>Alternatively, the district marking with no 1 for entrance door and 2 for exit door can be marked.</u>
21.	Volume III	17.15	17	All button and switches shall be labelled and located on a panel to the right as well as left side of the driver taking in to account convenience of operation and proper ergonomics except the door opening switch	All button and switches shall be labelled and located on a panel to the right as well as left side of the driver taking in to account convenience of operation and ergonomic. For

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				which shall be on left hand side of the driver. For emergency operation each door will have covered switch at suitable place both inside and outside the vehicle body.	emergency operation each door will have covered switch at suitable place both inside and outside the vehicle body.
22.	Volume III	23.3	19	Internal saloon height would be 1900 mm minimum	Internal saloon height shall be in compliance to AIS:052.
23.	Volume III	30.1	21	A driver door of not less than 1600 mm height and 650 mm wide with maximum space for sliding window using the material like glazing and glass as used in the other side window glasses shall be provided for entry and exit to driver’s work area as per AIS-052.	A driver door of dimensions as per AIS:052 with maximum space for sliding window using the material like glazing and glass as used in the other side window glasses shall be provided for entry and exit to driver’s work area as per AIS-052
24.	Volume III	37.1	24	The ITS enabled bus with On Bus Intelligent Transport System will have ITS Control Unit..... 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 ITS enabled bus with On Bus Intelligent Transport System will have ITS Control Unit..... 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 bidders shall use only Non-Chinese make ITS items in the manufacturing of buses.
25.	Volume III	37.2	24	The bus should have 3 (Three) internal and one	The bus should have 3 (Three)

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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
				reverse surveillance IP based CCTV camera and Bus Driver Display Screen to telecast the output from each of the camera in a systematic manner, as per the aforementioned specification. The certificate of compliance (Type Approval Certificate) shall be submitted at the time of inspection of prototype from approved test agency under CMVR. In case of said items do not cover Under Type Approval Certification to be issued by Testing Agency as per CMVR, these items be got approved one time from the testing authority as per the specified standards/specifications. The architect to be finalized by the Authority at the time of Prototype”.	internal and one Reverse Parking Camera and... e) 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 parking.
26.	Volume III	38.1	25	The bus shall be provided with front and rear bumpers of FRP moulded in three piece constructions. The bumper shall be easily repairable/ replaceable. The bumpers shall conform to the requirements of CMVR. AIS-052, National/ international standard.	The bus shall be provided with front and rear bumpers of FRP moulded in single/ three piece constructions. The bumper shall be easily repairable/ replaceable. The bumpers shall conform to the requirements of CMVR. AIS-052, National/ international standard.
27.	Volume III	39.1	25	The bus shall have heavy-duty ring type towing devices in the front and rear bumpers area with load transfer to bus structural members. The capacity of each towing device shall be 1.2	The bus shall have <u>provision of</u> heavy-duty ring type towing devices in the front and rear bumpers area with load transfer to bus structural

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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
				times (minimum) the kerb weight of the bus within 30 degrees of the longitudinal axis of the bus	members. The capacity of each towing device shall be 1.2 times (minimum) the kerb weight of the bus within 30 degrees of the longitudinal axis of the bus.
28.	Volume III	42.1	26	Multipurpose dry powder type (Stored pressure), duly filled fire extinguishers conforming to BIS: 13849-1993 or latest, 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.	Multipurpose dry powder type (Stored pressure), duly filled fire extinguishers conforming to BIS: 13849-1993 or latest, two numbers shall be provided as per the AIS-052. One Fire extinguisher....
29.	Volume III	47.1	29	One AC (Alternating Current) out-let of 220V will be provided at suitable location for charging of electrical/electronic equipment like Mobile Phone and another for charging of Electronic Ticketing Machine etc. near entrance door.	One AC (Alternating Current) out-let of 220V and one USB type charger will be provided at suitable location for charging of electrical/electronic equipment like Mobile Phone and another for charging of Electronic Ticketing Machine etc. near entrance door.
30.	Volume III	48.3	29	Details of specifications of Battery / power supply sources for vehicle auxiliary systems / air conditioning etc., the starting mechanism, if any, along with circuit diagrams would be	Details of specifications of Battery / power supply sources for vehicle auxiliary systems / air conditioning etc., the starting mechanism, if any,

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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
				furnished by the manufacture no later than 60 (sixty) days from date of LOA	along with circuit diagrams would be furnished by the manufacture in accordance to the provisions of volume II (DCA) of RFP document.
31.	Volume III	48.11	30	Separate additional out-lets, as required in Bus Code, are to be provided with appropriate relays & fuses in wiring harness for fitment of electrical auxiliary devices/ systems to be added later on in buses, if required. USB type charger will be provided for charging electrical equipment.	Separate two additional out-lets shall be provided at suitable locations with appropriate relays & fuses in wiring harness for fitment of electrical auxiliary devices/ systems to be added later on in buses, if required.
32.	Volume III	49.12	31	Exterior door lights-Lights shall be automatically switched off when the door is closed.	Entry/ exit lights-Lights shall be automatically switched off when the door is closed.
33.	Volume III	49.14	31	Electrical fittings shall not be mounted on both front and rear bumpers	Deleted
34.	Volume III	55.2	34	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 shall be submitted no later than 60 (sixty) days from date of LOA including the details of make/type/model of various units like Electric propulsion system, drive motor/(s), Battery Cooling System, Traction Controller System, Battery Pack and its mounting arrangement, propeller shafts, front axle, rear axle,	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. It would be bidder's responsibility to provide the tender specifications to the agency while

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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
				alternator, regulator, batteries, tyres, steering, instruments on the panel, air compressor, shock absorbers, air bellows, seats, interior/Exterior fittings, wiring harness etc. It would be bidder's responsibility to provide the tender specifications to the agency while seeking Type Approval certificate. 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	seeking Type Approval certificate. 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.
35.	Volume III	58.1	35	The HVAC/VAC system for Heating, Ventilation and Air Conditioning / Ventilation and 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: “*3 Measurement shall be carried out at gross vehicle weight and HVAC/VAC in operation (set temperature 24+/- degree c)”	The HVAC/VAC system for Heating, Ventilation and Air Conditioning / Ventilation and 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: “*3 Measurement shall be carried out at gross vehicle weight and HVAC/VAC in operation (set

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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
					temperature 24 ± 4 degree c)”
36.	Volume III	58.3	35	The bus shall be provided with aesthetically roof mounted Air-conditioning system (i.e. evaporator and condenser unit) at the rear of the centre of the bus driven by Electric propulsion system conforming to Indian/International standards. The system shall be so mounted to facilitate ease of access for repair & maintenance. Proper care shall be taken for insulating the system for optimum efficiency. Proper AC ducting shall be installed inside saloon for uniform distribution of air-conditioned flow. Air conditioning system shall be CFC free.	The bus shall be provided with aesthetically roof mounted Air-conditioning system (i.e. evaporator and condenser unit) at the rear of the centre of the bus or any other suitable location of the bus driven by Electric propulsion system conforming to Indian/International standards. The system shall be so mounted to facilitate ease of access for repair & maintenance. Proper care shall be taken for insulating the system for optimum efficiency. Proper AC ducting shall be installed inside saloon for uniform distribution of air-conditioned flow. Air conditioning system shall be CFC free.
37.	Volume III	58.6	35	In case of AC failure, proper air ventilation in the form of 24V DC, 200mm cabin fan shall be provided on each side pillar on both side of the bus and one fan in driver’s cabin.	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 seats and one fan in driver’s cabin.
38.	Volume III	59.10	37	A detailed drawing of the system details along with make, model, specs etc. of various	A detailed drawing of the system details along with make, model, specs

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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
				components / sub-systems / system of FDSS be submitted no later than 60 (sixty) days from date of LOA.	etc. of various components / sub-systems / system of FDSS be submitted in accordance to the provisions of volume II (DCA) of RFP document.
39.	Volume III	Point 6, Annexure 1 Type approval of bus	39	In accordance to the Tender specifications and requirement of the testing agency Complete Type approval of bus including all test reports carried out by the testing agency and the details of make/type/model of various units like Electric propulsion system, Battery Cooling System, Traction Controller System, Battery Pack, propeller shafts, front axle, rear axle, alternator, regulator, batteries, tyres, steering, instruments on the panel, air compressor, shock absorbers, air bellows etc. shall be submitted no later than 60 (sixty) days from date of LOA.	In accordance to the Tender specifications and requirement of the testing agency Complete Type approval of bus including all test reports carried out by the testing agency and the details of various units shall be submitted in accordance to the provisions of volume II (DCA) of RFP document.
40.	Volume III	Point 7, Annexure 1 Pro-type Designs & Drawings submission	40	As per Article 13 of Draft Concession Agreement, 3 (three) copies of the Designs & Drawings including FEA report from approved test agency of the prototype shall be submitted for review & acceptance of the same, no later than 60 (sixty) days from date of LOA.	As per Article 13 of Draft Concession Agreement, 3 (three) copies of the Designs & Drawings including FEA report from approved test agency of the prototype shall be submitted for review & acceptance of the same, in accordance to the provisions of volume II (DCA) of RFP document.
41.	Volume III	Point 9, Annexure	40	General appearance, seating layout, Main	General appearance, seating layout,

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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
		1 General Drawings for Inspection Purpose		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 provided no later than 60 (sixty) days from date of LOA.	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 provided in accordance to the provisions of volume II (DCA) of RFP document.
42.	Volume III	Point 28, Annexure 1 Fast Charging	42	The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 30 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 + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day.
43.	Volume III	Point 71, Annexure 1 Bumpers	47	Front and rear Bumpers of FRP moulded in three piece constructions conforming to the requirements of CMVR. AIS-052, National/ international standard .	Front and rear Bumpers of FRP moulded in single/ three piece constructions conforming to the requirements of CMVR. AIS-052, National/ international standard .
44.	Volume III	Point 83, Annexure 1 Testing/Estimation of Electrical	48	Certificate for each system shall be provided no later than 60 (sixty) days from date of LOA.	Certificate for each system shall be provided in accordance to the provisions of volume II (DCA) of RFP document.

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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
		Load for each system			
45.	Volume III	Point 85, Annexure 1 Heating, Ventilation and Air Conditioning (HVAC) Climate Control System / Ventilation and Air Conditioning (VAC) Climate Control System	48	The HVAC/VAC system for Heating, Ventilation and Air Conditioning / Ventilation and 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: “*3 Measurement shall be carried out at gross vehicle weight and HVAC/VAC in operation (set temperature 24+/- degree c)” One time testing of HVAC/ VAC System, shall be carried out from the authorized agency for the specified test parameters under Clause 58.9, in case the said system is not covered under Type Approval Certification to be issued by the Testing Agency.	The HVAC/VAC system for Heating, Ventilation and Air Conditioning / Ventilation and 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: “*3 Measurement shall be carried out at gross vehicle weight and HVAC/VAC in operation (set temperature 24 ± 4 degree c)” One time testing of HVAC/ VAC System, shall be carried out from the authorized agency for the specified test parameters under Clause 58.9, in case the said system is not covered under Type Approval Certification to be issued by the Testing Agency.
46.	Volume III	Point 87, Annexure 1	48	24V DC, 200mm on each side pillar on both side and one in driver's cabin.	For proper air ventilation, 200 mm 24V DC cabin fan shall be provided on

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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
		Cabin Fans			each side pillar or at appropriate location on both side of the bus covering all the passenger seats and one fan in driver’s cabin.
47.	Volume III	Annexure 2 – Typical System Architecture inside the Bus (Top View)	62	Note: Detailed specification document for CCTV devices as per IS 16833:2018 : CCTV system with an inbuilt tracking system and integrated emergency System or minimum specifications as per Appendix to Schedule 2, whichever is superior shall be complied. The amendments/exemptions shall be intimated as and when received otherwise the bidders have to abide by the BIS standard.	Note: Detailed specification document for CCTV devices as per IS 16833:2018 : CCTV system with an inbuilt tracking system and integrated emergency System or minimum specifications as per Annexure 2, whichever is superior shall be complied. The amendments/exemptions shall be intimated as and when received otherwise the bidders have to abide by the BIS standard.

N.B : PLEASE NOTE THAT AFTER INCORPORATING THE ABOVE AMENDMENTS (PAGE 03 – PAGE 25); THE RFP DOCUMENT HAS BEEN FROZEN

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page 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	Clause 12 Setting up Maintenance Depots / 41		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	Clause 27 Deposit in Escrow Account / 82		Request Authority to include the clause below: Daily revenue collection from these buses shall be flown to Escrow Account.	As per RFP.
3.	Volume II - DCA	General		Request Authority to fix a cap on penalty on Key Performance indicators of 3% of Invoice value of the month. This protects the interest of the operator. Above feedback is based on practical	No amendment

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				experience in various GCC contracts.	
Volume – III					
4.	Volume – III	1.3 / 5	The word “Bus” wherever it has been used in the specification means the “12000 mm long Electrically (Battery powered) propelled (Electric Propulsion System or EPS) or Pure Electric Air-Conditioned 12M Standard Bus with 400 mm floor height.	Request Authority to allow 900mm floor Height, As 900mm floor height is proven in indian road conditions	As per RFP.
5.	Volume – III	1.5 / 5	Complete Type approval of bus with all test reports carried out by the testing agency shall be submitted no later than 60 (sixty) days from date of LOA	Request Authority to allow submission of Type approval during proto Inspection	Please refer amendment to RFP document.
6.	Volume – III	2.1 / 6	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.	Our buses are capable of Rated pax: 35 seated + 26 standees + Driver (Gradeability - 18.06%) Overload: 35 seated + 65 standees + Driver (Gradeability - 15%) Request authority to accept the same.	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-

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
					052. Gradability (stand-start) – 17% minimum as per RFP
7.	Volume – III	2.5 / 7	The bus shall be designed with respect to its body and different aggregates/ systems/ sub systems to operate in city service for 12 years or 10,00,000 km whichever is earlier.	Request Authority to delete this clause as Maintenance and Scope of Operations and Bus availability are with OEM/Operator for the contract period.	As per RFP.
8.	Volume – III	3.7 / 9	Specific power consumption of electric propulsion system in terms of kms per KW hour at AIS 039 Standard operating conditions (Indian urban operating cycle) would be ensured along with guaranteed energy consumption level (kilometres per kilowatt hour i.e. km per kwh) under GVW and the standard urban operational conditions / cycle.	Request authority to accept Specific power consumption of electric propulsion system in terms of kms per KW hour at AIS 039 Standard operating conditions (DBDC)	Please refer amendment to RFP document.
9.	Volume – III	7.2 / 11	The full air suspension system both at front & rear shall be with stabilizer bar and kneeling	Request Authority to delete "kneeling arrangement of minimum 60 mm at front & rear left side severally and/ or	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			arrangement of minimum 60 mm at front & rear left side severally and/ or simultaneously.	simultaneously.	
10.	Volume – III	14.1 / 14	Panelling : while roof, rear, sides & skirt panelling would be of aluminium.	Request Authority to allow GI Panelling for roof, rear, sides & skirt panelling.	As per RFP.
11.	Volume – III	17.4 / 16	Electronic sensors shall be installed at both entrance and exit doors to retract the door automatically if any obstruction to door occurs during door closing	Request Authority to delete this feature on entrance and exit doors as doors are equipped with Back pressure sensor which will prevent door from closing incase of obstruction.	As per RFP.
12.	Volume – III	17.7 / 17	Antipinching feature shall be provided so as to avoid trapping of passenger during closing of door.	Request Authority to delete this "Antipinching feature"	As per RFP.
13.	Volume – III	17.11 / 17	Manually operated sunken type wrap over ramp for wheel chair of Persons with Disability (PWD) shall be fitted at entrance door and shall meet the requirements as given in the AIS	Manually operated sunken type wrap over ramp cannot be provided for the proposed 900 mm floor bus bus. Instead Wheel chair lift can be provided. Request authority to accept the same	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			153.		
14.	Volume – III	20.3 / 18	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.
15.	Volume – III	23.2 / 19	The maximum height of the floor measured in relation to the ground shall be 400 mm.	Request authority to modify, the maximum height of the floor measured in relation to the ground shall be 900 mm.	As per RFP.
16.	Volume – III	23.3 / 19	Internal saloon height would be 1900 mm minimum	The last row of seats is mounted at a floor level higher than salon floor and the interior room here would be approx 1650mm. Request Authority to allow the same.	Please refer amendment to RFP document.
17.	Volume – III	58.1 / 35	The HVAC/VAC system for Heating, Ventilation and Air Conditioning / Ventilation and Air Conditioning Climate Control System shall be provided in the interior whole compartment of the bus as per the environmental conditions of Delhi.	Request authority to accept only Air conditioning alone. Heating cannot be provided	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
18.	Volume – III	42 / 43	Front Gate-As per AIS 052 (Bus Code) Rear Gate- As per AIS 052 (Bus Code) with Min. 1200mm aperture	Request Authority to allow FOH door Aperture of 1000 mm	As per RFP.
19.	Volume – III	79 / 47	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.
20.	Volume – III	83 / 48	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	Please refer amendment to RFP document.
21.	Volume – III	86 / 48	A high output two speed in the driver's cabin.	Request Authority to allow High output single speed	As per RFP.
22.	Volume – III	87 / 48	24V DC, 200mm on each side pillar on both side and one in driver's cabin.	Request Authority to allow Fan fitment in alternate pillars	Please refer amendment to RFP document.
23.	Volume – III	Annexure 2 / 50	"SPECIFICATION AND COMPLIANCE OF IP CAMERA	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- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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 "		

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Bharat Heavy Electricals Limited (BHEL)					
1.	Volume-I, ITB Detailed Scope of the Operator	1.1.6(b) / 11	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.	Whereas as per clause no 1.1.7, page 13 of ITB, Vol-I <i>"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 along with transformer, all necessary electrical systems, sub-systems, accessories and parts will be borne by the Authority."</i> We understand that 11 KV Power connection shall be available at primary side of transformer (11KV) in the depot premises. Terminal point of power connection shall be primary side of transformer. Upstream infrastructure to be taken care by DTC. Please confirm.	As per RFP.
2.	Volume-I, ITB	1.2.6 / 16	While bidding, the Bidder shall take into account the price of Bus	Kindly note that the Bus price subsidy amount is always the function of GCC	As per RFP.

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	Brief description of Bidding Process		Net of subsidy (Actual price of Bus minus expected subsidy as per the formula explained in the EOI of DHI) and all expenses like procurement and delivery of Contracted Buses; setting up of the Maintenance Depots at identified locations; cost of charging equipment, transformer and other civil costs for installation of required Charging Infrastructure; operation, management and maintenance cost of Contracted Buses, Maintenance Depots and Charging Infrastructure, electricity / energy charges, replacement of battery, applicable taxes etc. required to run the Contracted Buses during the Contract Period mentioned in the RFP.	rate, assured Kms, contractual period as per DHI formula. Quoting GCC rate (Rs/Km) after consideration of subsidy amount or net of subsidy will arrive at incorrect actual subsidy amount. The GCC price/quoted price shall contain bus price without consideration of subsidy amount. Similar bidding philosophy are being adopted by other STUs also. Please review and amend the clause.	
3.	Volume-I, ITB Eligibility and qualification requirements of Bidder	2.2.2(i) / 28	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	You are requested to kindly remove the cause para "In case, Bidder has claimed above mentioned experience of its Associate....submission of prototype" as the CMVR type approval shall be in the name of OEM only.	As per RFP.

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			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 above mentioned experience of its Associate for the purpose of eligibility of this RFP, then the Bidder is required is 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 buses to be supplied, before the submission of prototype.		
4.	Volume-I, ITB Eligibility and qualification requirements of Bidder	2.2.2(i) / 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	"This tender is issued under purview of FAME-II scheme extended by DHI as per EOI notification F.No. 6(09)/2019-NAB.II(Auto) dated 04.06.2019. Eligibility criteria of OEM as per EOI do not call for pre registration of OEM under FAME-II and should not be mandatory for qualifying into this	Please refer amendment to RFP document.

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			Models by DHI under Fame II scheme. In case, the Bidder has applied for the certificate to the respective Authorities and cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this certificate prior to submission of prototype. • OEM already registered in India under Fame Phase-I shall submit fresh application	tender. OEM would supply the buses as per Phased Manufacturing programme notified by DHI. The OEM could register thereafter during supply of buses for availing FAME-II subsidy. Request you to kindly consider these aspects, and please issue the amendment."	
5.	Volume-I, ITB Eligibility and qualification requirements of Bidder	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 respective Authorities and cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this certificate before the opening of Financial Bid."		Please refer amendment to RFP document.
6.	Section-3, Volume-I, ITB	3.6.4 / 47	After acknowledgement of the LOA as aforesaid by the Selected	As per the mentioned formula, the PBG shall amounting to very high value i.e.	As per RFP.

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	EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS		Bidder, it shall 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. <i>1 Calculated at approximately 3% (three per cent) of the amount calculated by multiplying :- rate quoted by the lowest Bidder X Annual Assured Bus Kilometer X Contract Period (i.e.12 years) X No. of Buses (300 buses)</i>	may arrive in the range of 50-60 Crs which is linked to various LD clauses. This may further increase the GCC price bid (Rs/Km). Would request you to kindly restrict it to Rs 5 Lakhs per Bus in line with other STUs. Yearly PBG may also be considered with additional claim period.	
7.	Volume-III Technical Specification	2.1/ 6	...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],...	BHEL suggests the peak loading shall be limited to 37 sitting + 1D + 1W + 30 standing; 70 passengers in total for optimal performance of the E-bus as per AIS 052. Peakloading of 100 passengers corresponds to a total pay load of 7500 kg (100 passengers* 75 kg) and this will have a substantial effect in total GVW of the Bus. Optimum kerb weight for 12 m Bus is around 12500 kg. Adding the	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.

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				payload of 7500 kg with kerbweight leading to a total GVW of 20000 kg, which is higher than the maximum allowable limit (18000 GVW) recommended by Ministry of Road transport for single from axle and real axle design. Kindly note overloading (over 100 passengers) may also adversely impact the vehicle specific power consumption and may reach beyond FAME-II eligibility limit of 1.4 Kwh/Km. Would request you to kindly comply UBS-II norms for calculation of standees i.e. as per clause 2.2.17 of AIS 052.	Gradability (stand-start) – 17% minimum as per RFP
8.	Volume-III Technical Specification General Design Features of Bus	2.1 / 6	12 m standard electric ac low floor bus specifications’ says: 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.	However, BHEL suggests the peak loading shall be limited to 39 sitting + 30 standing; 69 passengers in total for optimal performance of the E-bus.	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

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					AIS-052. Gradability (stand-start) – 17% minimum as per RFP
9.	Volume-III Technical Specification General Design Features of Bus	1.5 / 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 shall be submitted no later than 60 (sixty) days from date of LOA and including the details of make/type/model of various units like Electric propulsion system, drive motor/(s), Battery Cooling System, Traction Controller System, Battery Pack and its mounting arrangement, propeller shafts, front axle, rear axle, alternator, regulator, batteries, tyres, steering, instruments on the panel, air compressor, shock absorbers, air bellows, seats, interior/Exterior fittings, wiring harness etc.	Test reports are propriority information to OEM and it shall not be disclosed. Will submit Type approval certificate and type approval certificate shall be submitted along with the prototype	Please refer amendment to RFP document.
10.	Volume-III –	Annexure – I / 39	Gredeability. To take care of the	The peak power selection of the motor	The requirement of peak

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	Annexure-I		peak over load of about 20% the bus has to have buffer Power to pull the load comfortably over a gradient of 17%,	should be as per following UBS II requirement. Gradeability from stop at GVW -17 %	over load of 20% is on pay load to the worked out as per AIS-052. Gradability (stand-start) – 17% minimum as per RFP
11.	Volume – II	13.6 / 43	13.6 Supply of Prototype , volume 2 of page no, 43 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. Clause 13.5 Prior to supply of a sample Bus that conforms to the Specifications and Standards (the “Prototype”), the Operator shall carry out, or cause to be carried out, at its own cost and expense, all Tests in accordance with Schedule-H and such other tests that the Operator may consider necessary to demonstrate that the Prototype complies in all respects with the Specifications	Type approval certification of 12 m Ebus prototype which includes most of the test referred here in, submission of copy of type approval certificate itself should be sufficient as a proof for successful completion of the test, hence should be exempted from complying with 13.5 section as referred here.	As per RFP.

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			and Standards. The Operator shall provide to the Authority forthwith, a copy of the Operator’s report on each test containing the results of such test and the action, if any, that it proposes to take for compliance with the Specifications and Standards		
12.	Volume – II	12.2 / 7	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 30 minutes shift changeover time.	It is felt that, change over time of 30 minutes will be not be sufficient to charge the bus to cover the additional distance of 90 km (after travelling 120 km by utilizing the full charge with slow charger installed at depot (120+90 =210 km)). With fast charger and with 1C charging rate we can charge the bus at maximum of 50 kWhr level, with GVW & AC in running condition for continuous operation, the distance travelled by the bus will be around 30 km only. Due to the above reason, BHEL is suggesting mainly for efficient operation, two opportunity charging shall be allowed during operation for a total period of 1 hour per charge.	Please refer amendment to RFP document.

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			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 30 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.		
13.	Volume-III Technical Specification	58.6 / 35	In case of AC failure, proper air ventilation in the form of 24V DC, 200mm cabin fan shall be provided on each side pillar on both side of the bus and one fan in driver's cabin.	Adding fan on each side pillar on both side of the bus will increase auxillary loading, hence once fan in driver;s cabin itself sufficient	Please refer amendment to RFP document.
14.	Volume-III Technical Specification	5 / 41	Battery packs of requisite capacity for operation for 18 hours continuously in the corridors of Delhi with Passengers, GVW and AC in running condition.	BHEL suggest that Suitable battery pack shall be provided to meet requirement for operation of 18 hours to meet the above requirement by utilizing 1 hour opportunity charging provided twice during the 18 hour trip	As per RFP.

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M/s CRL Rubber					
1.	Volume - I	Process of bidding Page no.17		In the tender it is mentioned that L1 will be awarded for 200 Buses and L2 Or L3 will be awarded 100 Buses. Our Submission in this regards is to do the tender in Package form of 100 Buses each as UP tender executed. Bidder can Opt for one two or three packages and one bidder can be awarded one package only and accordingly bid security and performance security be calculated. This will also increase maximum no of bidders.	As per RFP.
2.	Volume - I	Volume I - 2.2.2 Technical Capacity Page no.29	(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.
3.	Volume – II	ARTICLE 9 PERFORMANCE	9.1.1 The Operator shall, for the performance of its obligations	Keeping in mind the Cost implication of BG Charges, considering the quantum of	As per RFP.

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		SECURITY Page no.37	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”). <i>Calculated at approximately 3% (three per cent) of the amount calculated by multiplying :- rate quoted by the lowest Bidder X Annual Assured Bus Kilometer (i.e. 65,700 km) X Contract Period (i.e.11 years) X No. of Buses (300 buses)</i>	BG as prescribed in the said formula we request the Authority to kindly consider the amount of PBG based on Estimated Annual Revenue of the Bidder for a year only and amend the formula as follows: <i>Calculated at approximately 1% (One per cent) of the amount calculated by multiplying :- rate quoted by the lowest Bidder X Annual Assured Bus Kilometer (i.e. 65,700 km) X No. of Buses (300 buses)</i>	
4.	Volume – II	Volume II 2.2 Detailed Scope of the Operator Page no.17	(i) 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	We request the Authority to allow reduction in the amount of Subsidy BG on pro rata basis per year as the incentive under the said FAME II Scheme is linked to the capital cost of the buses, thus the Bank Guarantee for the incentive provided under the scheme should also be linked to the carrying cost of the buses for each year. As the carrying cost of the buses shall decrease every year on account of provision of deprecation to be	As per RFP.

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			cost of the Electric bus and the subsidy will be subsequently transferred to the bidder.	provided under the provisions Companies Act, 2013 (read with Accounting standard 10) and Income Tax Act, 1961, the same need to be accounted by way of reduction in the Bank Guarantee for incentives provided under FAME II, in phased manner over the period of 5 years in line with depreciated value of buses.	
5.	Volume – III	ANNEXURE 1: Details of Technical Specifications Page no.42	The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 30 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.	It is requested to kindly increase the charging time allowed during shift change to atleast 90 Mins. Also clarify, if the charging facility shall be provided at the standing location of the Bus or at the Depot only.	Please refer amendment to RFP document.
6.	Volume – III	3.7 Power Consumption per km, Pg 9	3.7 Specific power consumption of electric propulsion system in terms of kms per KW hour at AIS 039 Standard operating conditions (Indian urban operating cycle) would be ensured along with guaranteed energy consumption level (kilometres per kilowatt hour i.e. km per kwh) 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.	Please refer amendment to RFP document.

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7.	Volume – III	12. Battery Packs, Page No. 12	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 30 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 30 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	Minimum operation range of 200 KM ± 10% contingency per bus per day shall be possible to be covered with opportunity charging of at least 90 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.	Please refer amendment to RFP document.

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			requirement per day.		
8.	Volume – III	28. Passenger Seats, Page No.20	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 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.	For Urban Application of Type I Category standard low floor, Seating Capacity should be in the range between 33 Plus Driver Plus Wheel Chair. As per AIS 153, space for wheelchair has been amended from 700 mm to 1000 mm, so amend the same.	As per RFP.

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<u>M/s NTPC/NVVN Limited</u>					
1.	Volume –I	Volume-I, Clause 2.1.13 Eligibility Criteria Page no.20	Where the bidder is a Single entity, it shall be required to form an appropriate SPV, incorporated under Indian Companies act 2013	Considering that contractually any agreement with a ‘Single Bidder’ or a ‘SPV’ is equivalent, the requirement of formation of SPV for a “Single Bidder” may not be kept as ‘Optional’ and not a ‘Mandatory’ requirement. The formation of SPV by any PSU and its subsidiary requires lot of clearances and approvals which can be avoided in view of strength of Agreement with ‘SPV’ or ‘Single Bidder’ is equivalent. Further, such requests have been accepted by other STU like BMTC also in their recent tender for increasing participation.	As per RFP.
2.	Volume –I	Volume-I, Clause 2.2.2 (ii) Eligibility Criteria	To be eligible for this RFP a Bidder shall fulfil the following conditions	We request that the requirement of identifying the Operator and submitting	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		Page no.29	of eligibility: For demonstrating technical capacity and experience (the “Technical Capacity”) and financial capacity (the “Financial Capacity”), the Bidder shall have: (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)	its credentials at the time of bid-submission may be waived off. We request that the subject Clause may be modified to- In case of Single Bidder, the Bidder has to deploy a Bus Operator meeting the requirements in Clause 2.2.2 (ii) during the entire duration of contract.	
3.	Volume – II	Volume-II Article 4 Conditions Precedent	Damages for delay by the Operatorthe Operator shall pay to the	The penalty provisions for Conditions precedent presently are ‘very high’ against the Operator and need to be	As per RFP.

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		Clause 4.3 Page no.21	Authority Damages in an amount calculated at the rate of 0.25% (zero point two five per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security,	reduced to levels where they may be treated as 'comparable' to the Damages for delay by the 'Authority'.	
4.	Volume – II	Volume-II Calculation of Penalties	(i) Clause 13.6.2 – Supply of Prototype (ii) Clause 13.9 – Delay in Procurement (iii) Clause 14.1.4 – Delay in rectification of defects of 'Punch List' (iv) Clause 14.3 – Damages for Delay (v) Clause 16.4.2 – Routes and Schedules (vi) Clause 16.6.1/16.6.3 – Incidents enroute (vii) Clause 17.5.1- Failure to meet Maintenance	All penalties for the contract have been calculated on the basis on % ages of the Performance Security. The subject contract is intended to be split into two bidders having 200 Nos. and 100 Nos. of electric buses, subject to matching the rates. Each bidder is supposed to pay proportional Performance securities for the number of buses ordered. The linking of penalties to the Performance security amount is against the natural justice since the Bidder with higher number of buses will be penalized higher for the same default. This discrepancy may be removed by	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			obligations (viii) Clause 17.14.5- Operationalization of Maintenance Depots (ix) Clause 19.5.1 – Remedial measures (x) Clause 20.7 – Certification (xi) Clause 20.10 – Damages to achieve KPIs (xii) Clause 21.1.1- Financial Close	linking penalties to ‘Performance Security amount per bus’ rather than the ‘Total Performance Security’ or indicating absolute amounts for the indicated defaults.	
5.		Volume-II Change of Law Article 36.1 Page no.110	If as a result of Change in Law, the Operator suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds Rs. [2 crore (Rupees two crore)] in any Accounting Year.....	Considering the bidders will be operating different fleet sizes, the aggregate financial impact amount should be revised to an amount per bus instead of an absolute amount of Rs. 2 crore. Further, the present figure of Rs. 2 crore is too high.	As per RFP.
6.	Volume –II	Volume-II Change of Law Article 22.5.6 Page no.73	Price for electricity consumed for charging infrastructure varies by 10%.....	The variation of price of electricity should be adjusted as per actuals.	As per RFP.
7.	Volume –II	Volume-II	The Schedule indicates the	Authority may clarify that the assured	Please refer Article 22 of

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		Schedule J Deployment Plan Page no.162	Deployment plan for the various shifts during the days (Morning 95 Nos., Evening -90 Nos.) in each of the three Depots which results in deployment of 285 or 270 Nos. buses only against supplied buses of 300 Nos.	kms for the fleet is 300 X 65,700 kms for fleet declared ‘Available’ by ‘Operator’ for Operations or it is only ‘buses deployed by DTC’ i.e. average of (285 and 270 i.e. 277.5) X 65,700 kms annually.	Volume – II (DCA) of RFP for clarity.
8.	Volume-III	Volume-III Clause 12.2 Page no.12	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.....	The requirement may be revised to 120 kms in single charge. The SOC criteria may be kept as per manufacturer’s design.	As per RFP.

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S. No.	Subject	Clause no./ Page 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	Volume I- Brief description of Bidding Process Page no.14	1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 14.00 Crores (Rupees Fourteen 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	2.2.1 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: Page no.24	In case, the Bidder is a Micro, Small and Medium Enterprises (MSMEs), the payment of Bid Security will be exempted as per General Financial Rules 2017.	Please confirm, in case of consortium whether the lead member shall be required to be MSME unit or all members are required to be MSME units to avail said exemption o EMD	All members are required to be MSME units to avail said exemption of EMD.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
3.	Volume – I	Volume I - 2.2.2 Technical Capacity Page no.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.	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 apporved by testing agencies like CIRT, ICAT, ARAI, VRDE.	Please refer to the Notification No. S.O. 1300 (E). dated 8 th March, 2019, issued by DHI.
4.	Volume – I	Volume I - 2.2.2 Technical Capacity Page no.29	(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.
5.	Volume – I	Volume I - 2.2.2 Financial Capacity- Net Worth Page no.29	(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.	As Electric Buses are new concept in India, therefore for the sake of better competition between bidders & encourage new OEMs, please reduce the minimum	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				Networth required as on 31.03.2019 to be Rs. 15 Crore as on 31.03.2019.	
6.	Volume – II	"ARTICLE 9 PERFORMANCE SECURITY" Page no.37	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"). Calculated at approximately 3% (three per cent) of the amount calculated by multiplying :- rate quoted by the lowest Bidder X Annual Assured Bus Kilometer (i.e. 65,700 km) X Contract Period (i.e.11 years) X No. of Buses (300 buses)	Keeping in mind the Cost implication of BG Charges, considering the quantum of BG as prescribed in the said formula we request the Authority to kindly consider the amount of PBG based on Estimated Annual Revenue of the Bidder for a year only and amend the formula as follows: Calculated at approximately 3% (three per cent) of the amount calculated by multiplying :- rate quoted by the lowest Bidder X Annual Assured Bus Kilometer (i.e. 65,700 km) X No. of Buses (300 buses)	As per RFP.
7.	Volume – II	Volume II 2.2 Detailed Scope of the Operator Page no.17	(i) 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	We request the Authority to allow reduction in the amount of Subsidy BG on pro rata basis per year as the incentive under the said FAME II Scheme is linked to the capital cost of the buses, thus the Bank	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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.	Guarantee for the incentive provided under the scheme should also be linked to the carrying cost of the buses for each year. As the carrying cost of the buses shall decrease every year on account of provision of deprecation to be provided under the provisions Companies Act, 2013 (read with Accounting standard 10) and Income Tax Act, 1961, the same need to be accounted by way of reduction in the Bank Guarantee for incentives provided under FAME II, in phased manner over the period of 5 years in line with depreciated value of buses.	
8.	Volume – II	Volume II 37.6 Limitation of Liability Page no.114	37.6.1 Notwithstanding anything to the contrary in this Agreement, the liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement, save and except Termination Payment, shall not exceed Rs. 300 crore (Rupees three hundred crore). For the avoidance of doubt, the	It is requested to reduce the said amount to the amount of performance security under this contract.	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			limitation hereunder shall not apply to any or all liabilities in respect of third parties.		
Technical					
1.	Volume – III	ANNEXURE 1: Details of Technical Specifications Page no.42	The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 30 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.	It is requested to kindly increase the charging time allowed during shift change to atleast 90 Mins. Also clarify, if the charging facility shall be provided at the standing location of the Bus or at the Depot only.	Please refer amendment to RFP document.
2.	Volume – III	3.7 Power Consumption per km, / 9	3.7 Specific power consumption of electric propulsion system in terms of kms per KW hour at AIS 039 Standard operating conditions (Indian urban operating cycle) would be ensured along with guaranteed energy consumption level (kilometres per kilowatt hour i.e. km per kwh) 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.	Please refer amendment to RFP document.
3.	Volume – III	7.2 Suspension, / 11	7.2 The full air suspension system both at front & rear shall be with stabilizer bar and kneeling	Our Suggestion : Will Provide Full Air Suspension both at front & rear with Air Spring without Kneeling	As per RFP.

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			arrangement of minimum 60 mm at front & rear left side 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.	Mechnism. Request to keep it optional Kneeling Mechanism.	
4.	Volume – III	9. Braking System, / 11	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.
5.	Volume – III	12. Battery Packs, / 12	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	Minimum operation range of 200 KM ± 10% contingency per bus per day shall be possible to be covered with opportunity charging of at least 90 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.	Please refer amendment to RFP document.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			condition for continuous operation with around 30 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 30 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.		
6.	Volume – III	28. Passenger Seats, / 20	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 capacity of the bus worked out as per the system given in the bus code. The seating and standee capacity be	For Urban Application of Type I Category standard low floor, Seating Capacity should be in the range between 33 Plus Driver Plus Wheel Chair. As per AIS 153, space for wheelchair has been amended from 700 mm to 1000 mm, so amend the same.	As per RFP.

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			worked out separately in line with the stipulation of AIS-052.		
7.	Volume – III	42. Fire Extinguishers, / 26	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 standee passengers with 6+4 kg Fire Extinguishers. So please amend the same.	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
<u>M/s Sabharwal travels</u>					
1.	Volume –I	Clause 2.2.3 (iv) Page No. 33	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	We hope your goodself will consider our request sympathetically and shall amend the above mentioned eligibility criteria of RFP which will help healthy and more participation in the Tender.	As per RFP.
2.		General	We are in the process of to get Type Approval of our Electric Bus and we assured you that we will submit the Type Approval Certificate before the delivery of Prototype Bus.		
3.	Volume –I	Clause 2.2.2 (i) Page No. 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		Please refer amendment to RFP document.

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4.		General	We have applied for registration under FAME-II Scheme but for which we have to submit our Type Approval Certification, but we assure you that we will get registered ourselves under FAME-II Scheme and shall submit the Certificate before delivery of Proto Type Buses.		

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S. No	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
<u>SUN Mobility</u>					
Volume - I					
1.	Volume - I	1.1.6 / 12	(I) 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 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 30 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.	(I) Vehicle should be capable of running for 200 Km + 10% in a day (On actual condition with passengers, GVW and AC, 18 hours continuous operation with around 45 minutes shift change over time/battery charging / battery swapping time through the day). The bidder shall make an arrangement to install fast chargers / battery swapping stations for charging the buses within 45 minutes through the day 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. Request authority to focus on operational requirements and schedule adherence for charging range.	Please refer amendment to RFP document.
2.	Volume - I	1.1.7 / 12	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	Request authority to provide electrical up-stream infrastructure (including transformer, switch gear, LT/HT systems) along with	As per RFP.

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S. No	Subject	Clause no./ Page no.	Text as per RFP document					Queries submitted by the Bidder			DTC Comments			
			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.					necessary civil infrastructure. Also request authority to assist in acquiring additional land and setting up of civil and electrical infrastructure for en-route charging if required. This will allow for more competitive pricing.						
3.	Volume -I	Annex VII Experience of Charging Infrastructure / 69	Type of Charging Station installed (Fast/Slow) along with capacity					Type of Charging Station installed (Fast/Slow/Battery Swapping) along with capacity Request Authority to let OEM decide the best technology solution for the tender, which shall meet daily operation requirements of the authority.			As per RFP.			
4.	Volume – I	Annex VII Experience of Charging Infrastructure	Proposed Charging Infrastructure					S I . N o . T y p e o f C h a r g e r s N o s . P r o p o s e d B r i e f S p e c i f i c a t i o n C h a r g i n g T i m e (100% SOC)			Charging Time (100% SOC) / Battery Swapping Time			As per RFP.
			1	Slow										

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S. No	Subject	Clause no./ Page no.	Text as per RFP document					Queries submitted by the Bidder				DTC Comments		
				Char ger				1	Slo w Char ger					
			2	Fast Char ger				2	Fast Char ger					
			3	Char ger en-route (if any)				3	Batt ery Swa ppin g Stati on					
								4	Char ger en-rout e (if any)					
								Request Authority to let OEM decide the best technology solution for the tender, which shall meet daily operation requirements of the authority						

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC)					
S. No	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
Volume - II					
5.	Volume - II	Article 2 / 17	2.2 Detailed Scope of the Operator (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 provide electrical up-stream infrastructure (including transformer, switch gear, LT/HT systems) along with necessary civil infrastructure. Also request authority to assist in acquiring additional land and setting up of civil and electrical infrastructure for en-route charging if required. This will allow for more competitive pricing.	As per RFP.
6.	Volume - II	Article 2 / 17	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 30 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 30 minutes to meet the operational	(I) Vehicle should be capable of running for 200 Km + 10% in a day (On actual condition with passengers, GVW and AC, 18 hours continuous operation with around 45 minutes shift change over time/battery charging / battery swapping time through the day). The bidder shall make an arrangement to install fast chargers / battery swapping stations for charging the buses within 45 minutes through the day to meet the operational requirement i.e. 200 kms + 10% per day in case slow charging in the night is not sufficient for the	Please refer amendment to RFP document.

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S. No	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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.	total operational requirement per day. Request authority to focus on operational requirements and schedule adherence for charging range.	
7.	Volume - II	Article 5 Obligations of the Operator / 30	5.12 Obligations relating to Charging Infrastructure 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.	Request authority to provide electrical up-stream infrastructure (including transformer, switch gear, LT/HT systems) along with necessary civil infrastructure. Also request authority to assist in acquiring additional land and setting up of civil and electrical This will allow for more competitive pricing.	As per RFP.
8.	Volume - II	Article 6 Obligations of the Authority / 31	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.;	Request authority to provide electrical up-stream infrastructure (including transformer, switch gear, LT/HT systems) along with necessary civil infrastructure. Also request authority to assist in acquiring additional land and setting up of civil and electrical This will allow for more competitive pricing.	As per RFP.

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S. No	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
9.	Volume - II	Article 16 Operation of Buses / 51	16.4 Routes and Schedules 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.	Request authority to cooperate with operator and after consulting operator for change in route(s) / frequency / schedule of the buses notify operator in writing 15 days prior to implementation of such change This will allow operator to adapt and plan better for the change in route/schedule	As per RFP.
10.	Volume - II	Article 16 Operation of Buses / 51	16.5 Deployment Plan 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.	Request authority to cooperate with operator and after consulting operator for change in route(s) / frequency / schedule of the buses notify operator in writing 15 days prior to implementation of such change This will allow operator to adapt and plan better for the change in route/schedule	As per RFP.
11.	Volume - II	Article 22 FEE / 71	22.1.3 The Parties agree that the Bus Kilometre shall comprise: (a) Distance travelled by a Bus assigned on a particular Route as per the Deployment Plan; (b) Distance travelled by a Bus from the Maintenance Depot to the first point of loading passengers at the commencement of its service on a Day; (c) Distance travelled by a Bus from its last Bus Stop	Request authority to include the following definitions: 1. Bus Kilometers: i. Distance travelled by a Bus assigned on a particular Route as per the deployment Plan; ii. Distance travelled by a Bus from the Maintenance Depot to the first point of	As per RFP.

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			as per the Deployment Plan to the Maintenance Depot at the end of the day’s service; and (d) Distance travelled by a Bus without passengers which is outside the Deployment Plan but approved by the Authority for meeting specific requirements.	loading passengers at the commencement of its service on a day; iii. Distance travelled by a Bus from its last Bus Stop as per the deployment plan to the maintenance Depot at the end of the day’s service; and iv. Distance travelled (Both to and fro) by the Contracted Buses for the purpose of any charging / battery swapping/battery top up between the assigned route / schedule and bus charging/battery swapping point, whether between shifts or between trips or during the trip. In case of Swapping technology, the batteries are to be charged / swapped more frequently, hence the buses will have to travel to the charging stations location. However, we assure the authority that the battery swapping operations will not affect the deployment plan.	
12.	Volume - II	Article 22 FEE / 71	22.1.4 The Operator agrees and acknowledges that a Bus Kilometre for the purpose of payment of Fee,	Request authority to consider distance traveled to and fro to maintenance depot or	As per RFP.

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S. No	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			shall not include any Kilometre travelled by the Bus to any maintenance facilities other than the Maintenance Depot or for any travel not authorized by the Authority.	en-route charging station as part of the bus kilometers In case of Swapping technology, the batteries are to be charged / swapped more frequently, hence the buses will have to travel to the charging stations location. However, we assure the authority that the battery swapping operations will not affect the deployment plan.	
13.	Volume - II	Article 43 Definitions / 126	“Charging Infrastructure” means the infrastructure including the equipment installed by the Operator for the sole purpose of charging Buses at the Maintenance Depots;	“Charging Infrastructure” means the infrastructure including the equipment installed by the Operator for the sole purpose of charging Buses / swapping batteries at the Maintenance Depots / en-route charging locations; Kindly accept	As per RFP.
Volume – III					
14.	Volume - III	12 Battery Packs / 12	12.2 Battery packs of requisite capacity would be appropriately mounted on to the bus keeping in	12.2 Battery packs of requisite capacity would be appropriately mounted on to the bus	Please refer amendment to

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S. No	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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 30 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 30 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. In addition this battery should have specific density of at least 70 Wh/kg and cycle life 13 of at least 1000 cycle).	keeping in mind convenience of battery maintenance /charging / replacement / battery swapping etc, safety of system and its maintainability, operation in the corridors of Delhi with Passengers, GVW and AC, 18 hours continuously. However, bus should be capable of running 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 /battery swapping stations within 45 minutes through the day to meet the operational requirement i.e. 200 kms + 10% per day . The operator should decide the best specific density of battery to meet the operational requirements Request authority to focus on operational requirements and schedule adherence for charging range. Since it is a GCC contract, let operator decide best specific density and cycle life which adheres to the operational requirements.	RFP document. As per RFP.

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S. No	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
15.	Volume – III	60 Electric Bus Battery Charging Requirement s / 37	60.1 The Electric Buses shall be operated with Single/Multiple Charging throughout the day depending on the solution worked out. The Buses shall be available for charging during night after completion of scheduled trips and for any opportunity/ fast charging without impacting the schedule. The Operator is required to install and operate adequate charging stations at the Depot provided by the authority so as to ensure that in case of slow charging the bus shall be charged maximum within 4 Hrs.	60.1 The Electric Buses shall be operated with Single/Multiple Charging / Batter swapping throughout the day depending on the solution worked out. The Buses shall be available for charging during night after completion of scheduled trips and for any opportunity/ fast charging without impacting the schedule. The Operator is required to install and operate adequate charging stations at the Depot provided by the authority so as to ensure that in case of slow charging the bus shall be charged maximum within 4 Hrs.	As per RFP.
16.	Volume – III	60 Electric Bus Battery Charging Requirement s / 37	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.	Request authority to provide electrical up-stream infrastructure (including transformer, switch gear, LT/HT systems) along with necessary civil infrastructure. Also request authority to assist in acquiring additional land and setting up of civil and electrical This will allow for more competitive pricing.	As per RFP.

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S. No	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
17.	Volume – III	Annexure 1 / 42	27. Slow charging - 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. 28. Fast Charging - The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 30 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.	27.Slow charging - Buses should be capable of running 200 Km + 10% in a day for 18 hours (On actual condition with passengers, GVW and AC in running condition) 28.Fast Charging / Battery Swapping - The bidder shall make an arrangement to install fast chargers /Battery Swapping stations for charging of buses / swapping of batteries within 45 minutes through the day 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. In case of Swapping technology, the batteries are to be charged / swapped more frequently, hence the buses will have to travel to the charging stations location. However, we assure the authority that the battery swapping operations will not affect the deployment plan.	Please refer amendment to RFP document.
18.	Volume – III	Annexure 1 / 42	32. Specific density of Battery - Minimum 70 Wh/kg. 33. Cycle life of Battery - Minimum 1000 cycle.	The operator should decide the best specific density of battery to meet the operational requirements	As per RFP.

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				Since it is a GCC contract, let operator decide best specific density and cycle life which adheres to the operational requirements.	

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
<u>M/s Tricare EV & Renewables Pvt. Ltd.</u>					
1.	Volume-II	2.2(h) / 18		Please clarify why SOC is defined as 80% since minimum km is already defined as 140km. Also, please clarify that the 30 minute window is fixed or it depends on the deployment plan of the Bus?	This is tender document condition. Please refer amendment to RFP document.
2.	Volume-II	5.5.2 / 28		Please clarify about the Simulation Training as per Article 23. Simulator is mandatory or it can be done with a spare bus as well.	This is tender document condition.
3.	Volume-II	10.2.1 / 39		Please clarify that in future will there be addition of buses in the existing fleet of 100 Nos.	The same shall be decided as per the terms and conditions of the RFP.
4.	Volume-II	16.4.1 / 51		Please clarify if there is a requirement of additional charger or additional load to fulfill the operational route, will the authority be able to provide the required Up-stream Infra within the time frame mentioned i.e 5 days.	
5.	Volume-II	17.14.4 / 60		Please clarify what is the maximum capping of the Load to the Specified Depots to ensure that we get the required load as per the present and future scenarios to fulfill the operational routes.	The minimum load is already defined in the Clause 17.14.4. However, the actual load shall be as per the requirement of the Operator.

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Volume - III					
6.	Volume-III	60.1 / 37		Please remove the maximum time i.e 4 Hours since it is linked directly with the Equipment Selection and Load Capacity.	As per RFP.

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S. No.	Subject/ Section of the Bids Document	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s MP Enterprises and Associates Ltd.					
1.		General	Project Budget Estimate & Bank Approvals	Considering the Investment involved in project and period of contract we are having our estimate. We however request authority to kindly share your internal pre-estimate cost for project as this will help to compare with our estimate to arrive at more realistic cost. We also request authority to share information on whether this project is pre-approved by bank for funding? Also as EV Buses are new concepts our banks need assurance from authority on such project where huge capex investment is involved , so the authority shall take project assurance on its sustainability without any hindrance. Request to kindly accept and this should be	As per RFP.

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				part of agreement	
2.	Volume - I	1.2.4 / 14	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 14.00 Crores (Rupees Fourteen crore only) (the "Bid Security"), refundable not later than 90 (ninety) days from the selection of the Selected Bidder,	The Project Bid Security of Rs 14.00 Cr are way to higher, the project on award involved huge CAPEX Cost and initial Investment and Infrastructure Development Cost. To be more competitive and encourage the bidder to participate we request to kindly be lenient with the EMD payment. Bid security Bid Security is best measured as bidder seriousness with his participation in project which should be at not be at such high cost. We request authority to kindly reduce the Bid Security Amount to Rs 3 Cr.	As per RFP.
3.	Volume - I	1 / 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	1) We request authority to please clarify the 30 minutes shift changeover will be happening at Bus terminal / Depot / Bus stand where opportunity charging to be done ?	Please refer amendment to RFP document.

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			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 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 30 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.	This will help us with to plan our charging infrastructure to support fast charging. 2) Incase of opportunity charging which may be in above location or even if not covering the above location should be allocated at central point of each routes thus to cope up with emergency charging situation 3) Also, as we understand from this clause the authority has kept the charging technology open with swapping, flash charging, fast charging etc but to meet opportunity charging the BUS should also support fast charging technology and should install fast charging technology were ever required to meet the KM conditions 4) The number of chargers for intermittent charging can be decided as per the route and terminal location, hence request to	

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				kindly share intermittent charging points available in these locations We request authority to please clarify all above points	
4.	Volume - I	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 release of FAME subsidy should be as per guidelines of DHI 20% - After the issue of supply order and signing of the agreement by STU with selected bidders; as mobilization advance 40% - Delivery of Buses 40% - After 6 months of the successful commercial operation of Buses We request authority kindly elaborate on statement of as a when received from DHI. If suppose the DHI delay or deviate from above schedule will the operator has to wait till DHI decide to release after year or two. The above schedule should be followed for release of subsidy to operator	As per RFP.

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5.	Volume - I	2.2.2 / 29	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)	Considering the size of the project, The experience sought by the bidder for operational or combined own and operational experience are on lower side. This will encourage small time player and will impact the project performance in long run. We request to make the project more competitive and invite bidder with expertise of handling major STU project and should invite the player with have atleast experience of 150 nos Bus Operation experience or combined Ownership and Operation Experience in India for State Transport Undertaking/ Public Entities,	As per RFP.
6.	Volume - I	2.2.2 (iv)/29	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	Net-worth generally doesn't define the financial capability of BIDDER and CVC instructions also encourage to avoid or not to ask net-worth as it does not add any incremental value to the profile of bidder	As per RFP.

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			Auditor shall be submitted	whereas the authority can ask for PPP project where payment terms are of the nature that the bidder would have to keep on having significant negative cash flows for more than half the project period. Thus we request authority to keep the clause but reduce the value to Rs 10 Cr unlike OEM to encourage competitive Operator to bid.	
7.	Volume - I	2.2.2 (iii) / 29	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.	We request authority to kindly keep minimum average turnover of Rs 100 Cr for inviting competitive player. Rs 50 Cr as turnover is any which way contradictory with the amount of EMD and Performance security asked in the tender. How the company with Rs 50 Cr as turnover are expected to pay higher EMD and Performance Security which is also expected to be higher the 50 Cr plus initial investment.	As per RFP.
8.	Volume - II	13.2 / 42	The Operator agrees that it shall be solely responsible for procurement of Buses. Subject	The Ownership of the buses at all time will remain with bidder throughout the contract period.	As per RFP.

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			to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Operator and the Operator shall cause all Buses to be registered in the name of the Operator and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.	Whereas , As per clause in Page 100 (32.5) Upon Termination for any reason whatsoever - the Authority shall: take possession and control of the Buses and Maintenance Depots forthwith; We request authority for clarification that upon end of contract period will the ownership of buses to be handover to the authority at depreciated value or incase of termination the Bidder will be paid the bus cost at depreciated value. We request to kindly elaborate on ownership of buses during and after the contract and in the event of termination?	
9.	Volume - II	10.2.1 / 39	Licence and Right of Way for Depot Sites : Making a payment of Rs. 90,000/- per year increased at the rate of 10% at the end of	We request Authority to please reduce the rental charges as all these charges are on higher end considering the period of contract We also request to elaborate what is	As per RFP.

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			each year per Stage Carriage on the actual number of buses registered in a Depot including the reserve fleet 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. Entry to ISBTs upon Operator making applicable entry fee; 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;	passenger facility charges and how are operator liable for payment of Passenger facility charges. We request for your clarification and request to reconsider.	

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10.	Volume - II	22.4.3 / 72	While calculating Annual Assured Bus Kilometre, the kilometres missed on account of non- availability of driver, breakdown and accidents of buses, non-availability of buses less than the required fleet availability, due to strike of Operator’s staff or due to force majeure, kilometers proportionate to the deficiency in the services will be reduced.	1) What if the case due to non-availability of conductor and there is delay or miss in trips. The operator shall not be liable for any penalty in such case. Request authority to kindly clarify ?	The same shall be decided as per the terms and conditions of the RFP.
11.	Volume - II	22.4.3 / 72	non-availability of buses less than the required fleet availability, due to strike of Operator’s staff or due to force majeure, kilometers proportionate to the deficiency in the services will be reduced	Force Majeure event is not direct responsibility or act of non-achievement by bidder it should be not be considered as deficiency in service. We also request kindly elaborate proportionate kilometre deduction ?	As per RFP.
12.	Volume – II	22.4.2 / 72	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. 65,700 km X no. of buses), the	1) For Additional KM running and un-utilized KM on what percentage basis the payment will be release for such event apart for assured KM Payment. We request more clarity on additional and	Please refer Article 22 of Volume – II (DCA) of RFP.

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			Authority will pay to the Operator, in addition to the payments made for Bus Service based on invoices presented by the Operator, an amount (the “Annual Assured Payment Amount”).	un-utilized KM as these points are not clarifying the details 2) The Additional KM Calculation whether it is on actual Out-shedding / Schedule or on Reserve Fleet Request authority to please clarify the same.	
13.	Volume - II	22.5.1 / 72	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 electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement (“Fee Revision”).	Payment against labour minimum wages should not be considered as per the CPI / WPI Calculation, Any changes in minimum wages as notified from time to time by Govt, should be base for calculating hike in minimum wages and should be separate from escalation in CPI/ WPI. We request authority to kindly accept consider the same	As per RFP.
14.	Volume - II	22.3.2 / 71	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,	While the bills are raised fortnightly as per terms and payment are release after 30 days . We request upon submission of bill the operator payment	As per RFP.

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			make the payments. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law.	70% should be release immediate say within 7 days from the date of submission of invoice and balance 30% can be released after due verification of records within 30 days This will keep operator cash flow rolling and the service will not hamper. We request authority to re-consider the payment period.	
15.	Volume - II	16.4.6 / 51	In the event there is a need for change in route of Bus, the Operator shall inform the control centre for monitoring of all activities (“Control Centre”) about it and the same shall be tallied with the change in route length measured by ITS (“Intelligent Transport Systems”) or Odometer reading at the end point of the route and the distance so measured shall be reckoned for the purpose of making	During the fleets on route and diversion on routes due to traffic condition which is not authorized but has to take such diversion considering traffic diversion shall also be considered for Payment to operator. Such diversion will be intimated to authority on occurrence.	As per RFP.

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			payment to the Operator.		
16.	Volume - II	20.10 / 68	The Damages/penalties will be revised @5% after every Two years.	The damages especially 0.01% of Performance Security is on higher side and each event at various occasion has same amount of LD and damages payable. The damages should be calculated per bus per day / week / month/ year basis and damages on only those fleet which are in default rather should be charges than on entire performance security amount. Any Default should be fleet base. we request authority to kindly accept the same.	Please refer amendment to RFP document.
17.		General	Penalty Capping	We request authority for clarification on penalty capping, at what percentage the penalty is capped on billing amount. We request to please consider capping of 3% on Fixed cost (excluding Bus EMI/ Electricity Cost) payable on average on last 3-month bill.	No amendment.
18.	Volume – II	9.1 / 37	Performance Security:	We request to reduce to Performance security amount	As per RFP.

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				As No bank can give security for entire project tenure at a stretch also there is the process of BG 25 % upfront in form of DD or in form of cash to be deposited in the bank and 75 % assets to be given in bank for the BG in normal way but for electric buses, we will be require to give 100 % cash or DD, Why because this buses are new in market and not proven and we as an operator are with OEM assurance but for banks, it is matter of concern for releasing BG. So it is a big challenge for electrical buses because it is the new product into the market and no bank will give guarantee on 25% of DD or Cash and 75 % of Assets because bank will check whether this operator is able to take out the EMI and other expenses out of this new technology buses .	
19.	Volume - II	9.1 / 37	Performance Security: Calculated at approximately 3% (three per cent) of the amount	Performance security payable to be considered upon per buses basis, we request authority to consider the Rs 50000 /- per bus as Performance security.	As per RFP.

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			calculated by multiplying :- rate quoted by the lowest Bidder X Annual Assured Bus Kilometer (i.e. 65,700 km) X Contract Period (i.e.11 years) X No. of Buses (300 buses)	Also the performance security payable by bidder should be based on number of buses as awarded to them instead of 300 bus count . Supposes incase of L1 bidder if awarded 200 nos buses the operator shall only pay performance security as per 200 nos buses We request authority to please kindly re-consider performance security payment.	
20.	Volume - I	5.12 / 30	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	For installation of charger in depot and any other location, there could be land acquisition arise in delhi . How will authority going to help operator in this matter as in delay in necessary permission or event will land acquisition matter evolve our project will get hamper We request to kindly authority in case of any installation on necessary electrical connection whether in depot or outside should be responsibility of the authority. The authority should give us such infrastructure which is ready with 3 phase	As per RFP.

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			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 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	connection for the operator to utilize for planning charging station. We request to kindly comment and clarify in this matter.	
21.	Volume - I	2.2.2(5)(vi) / 31	In the event of OEM and Bus Operator is neither a Bidder nor a member of the Consortium, the Bidder shall enter into a back to back agreement with the OEM and/ or Bus Operator. The Bidder shall submit documentary evidences as given above for OEM and Bus Operator to support the claim. Also, the proposed OEM and Bus Operator should fulfill eligibility of the OEM and Bus	In case of the single bidder and the consortium member doesn't have OEM as participants. The bidder should allowed to submit the authorization letter or documentary evidence from multiple OEM and any back to back agreement with OEM should be decided and called for at later stage after the award of contract and not during bid submission	As per RFP.

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			Operator as mentioned in the RFP document.		
22.	Volume - II	Point II / 143	The following permits shall be procured by the Authority : 1. No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable 2. Stage Carriage Permit 3. Bus Permits 4. Fare Notification 5. Passenger Tax	We request to please clarify how much time will it take for authority to get stage carriage permit and upon receiving by when it will handover to operator	Time limit cannot be defined as of now.
23.	Volume - II	31.1 / 94	Upon occurrence of an Operator Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Operator under this Agreement including the Operator’s right to receive Fee,	We request authority to clarify how is suspension different from cure period ? Incase of any operator default whether he will be first given cure period to resolve the matter or the operator will be suspended from his duties to perform. We request in case of default operator shall be given the required cure period to resolve and incase the matter so not	As per RFP.

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			and other payments pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (the “Suspension”). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Operator and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice.	resolved during cure period should lead to suspension for the said time period before termination notice	
24.	Volume - II	32.2.1 / 98	In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement	In case of Authority default the cure period is of 90 days were as for operator default the cure period is 30 days. We request authority to keep the number days same as cure period default buy either party . ie 90 days for both operator and authority We request authority to please consider .	As per RFP.

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			(the “Authority Default”) unless the default has occurred as a result of any breach of this Agreement by the Operator or due to Force Majeure.		
25.	Volume - II	4.3 / 21	Damages for delay by the Operator the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five per cent) of the Performance Security for each day’s delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement	Incase of delay by operator, the damages payable by operator is calculated at at the rate of 0.25% (zero point two five per cent) of the Performance Security for each day’s delay until the fulfilment of such Conditions Precedent, Whereas for delay from authority, the authority is liable to pay in an amount calculated at the rate of 0.01% (point zero one per cent)] of the Performance Security for each day’s delay until the fulfilment of such Conditions Precedent. We request authority to kindly keep the damages for delay same for same event of default on side of both party.	As per RFP.
26.	Volume - II	22.5.6 / 73	Notwithstanding the provisions of this Clause 22.5, the Parties	The CPI and WPI calculation should be on actual and accordingly base price should be	As per RFP.

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			agree that the Operator shall be entitled to a revision in Fee in accordance with this Clause 22.5 only if (i) the price per kWh of electricity consumed for the Charging Infrastructure varies by 10% (ten percent); and (ii) the CPIIW and WPI varies by more than 4% within a period specified from the Fee Revision Date in accordance with provisions of Clause 22.5.1.	revised. We request authority to delete clause where variation in base will only be considered it varies more than 4% and electricity consumption varies by 10%. Request to keep at actual	
27.	Volume - II	26.1.1 / 80	The Operator shall maintain books of accounts recording all its receipts, income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Operator shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement	We request to kindly amend the number of days as mentioned in the clause from 90 days to 180 days . Please consider the 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 180 (One Hundred Eighty) days of	As per RFP.

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			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, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement.	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.	
28.	Volume - II	Point (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.	We request to the authority to please consider Subsidy Bank Guarantee as 30% of Subsidy Amount as the cash flows get stuck during the mobilization and operational activity and looking at current market condition and impact of co-vid pandemic such support should be given to the operator	As per RFP.
29.	Volume - II	/ 150	(DELIVERY AND DEPLOYMENT OF 12 M STANDARD LOW	Keeping in view of the Ongoing Pandemic crisis, the time frame for delivery /	As per RFP.

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			FLOOR BUS)	procurement may delay from OEM .Hence OEM involvement and obligation is crucial. Request your opinion and stand on same	
30.	Volume - II	Point (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 30 minutes shift change over time).	As per clause, bus should be capable of running min. 140 KM with 80% SOC. it means bus capacity with 100 % charge should be 170 KM and in each bus the intermittent charging will require. The schedule of 210 KM to cover may not permit intermittent charging time due to traffic conditions. We request for your clarity on same ?	Please refer amendment to RFP document.
31.	Volume – II	Point (e) / 18	After completion of Contract Period, the immovable infrastructure established at various depots for charging of Electric Buses will become the property of Authority solely for its further usage by Authority	After contract period, the immovable property should become the property of authority at deprecated rates payable to operator. We request authority to kindly consider the same.	As per RFP.
32.	Volume – I	1.2.7 (i) / 17	The Lowest Bidder (the “L1 Bidder”) shall be the Selected Bidder. The Authority will offer	As per clause, the buses contract will be awarded 200 buses to L1 & 200 buses to L2.	As per RFP.

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			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	And L2 to match rates with L1 which needs to review as there becomes possibility of retendering if L2, L3 do not accept the rates and L1 also not willing to accept . Also it will be more good if 100 buses contract awarded to l1, l2 & L3. We request authority to re-consider the clause	
33.	Volume – II	2(a) / 143	Fire safety clearance from Fire Department	We need clarity on Hydrant and infrastructure As Hydrant and infrastructure conditions is crucial for availing NOC. Request to kindly share the details on same.	As per RFP.

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S. No.	Subject/ Section of the Bids Document	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Greencell Mobility					
1.	Section 1 – Introduction Volume I	1.2.7 /17	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.	In such scenario, Authority should clearly lay down - 1) which routes will go to L1 and L2 or others and 2). Which depot capex to be incurred by L1 and L2 or others. Same will be required for finalising the bid by bidders.	The same shall be decided before issuance of Letter of Award (LOA).
2.	Section 2 - Instruction to Bidder Volume I	2.1.13 / 20	Clause 2.1.13 of Vol 1(Lead Member and Consortium Composition)	1. Definition of Bidder to include Financial Institution and Aggregator along with OEM, Operator, PSU or its subsidiaries: Financial Institutions to include Financial Investors (FI) / Mutual Funds / Private Equity/ Venture Capital Funds, Domestic/ foreign Investment institutions, Alternate Investment Funds registered with SEBI and similar entities and wholly owned subsidiaries of such entities. The wholly owned subsidiary of Financial Institution	As per RFP.

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S. No.	Subject/ Section of the Bids Document	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				shall be able to use Financial Eligibility of parent Financial Institution Aggregator to include any institution who can demonstrate back-to-back arrangement with OEM (who qualifies as per criteria laid out for OEM eligibility) and Bus Operator to show its eligibility for participating in the Tender and the Bidder shall submit Documentary evidences towards such back-to-back arrangement. Financial Eligibility for such entities to be as under: • Total assets under Management (AUM) / Loan Portfolio shall be at least INR 100 crores at the end of the immediately preceding completed financial year, but no earlier than March 31, 2019; OR • Committed funds available for investment/ deployment in Indian companies or Indian assets of Rs. 500 Crores or more in the immediately preceding completed financial year.	

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
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				2. If the Financial Institution/ Aggregator is the Bidder/Lead Bidder. The Bidder shall have back-to-back arrangement/MOU with qualified subcontractors. However, the Bidder shall submit sufficient Documentary Proof (back to back arrangement/ MoU) for undertaking various activities i.e. Manufacturing/ Operation and Maintenance of Bus Services as applicable through Letter of Associations/Tie-up Certificates etc. For example: in the event of OEM is neither a Bidder nor a member of the Consortium, the Bidder shall enter into a back-to-back agreement with the OEM. The Bidder shall submit Documentary evidences of OEM including the requirement under FAME Scheme to support the claim. 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	

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				to support the claim. 3. The Bidder shall either by himself or through a sub-contractor shall have the experience of setting up Charging Infrastructure. Details of Charging Infrastructure installed along with Work order/Certificates or tie-ups with service provider for installation of Charging Infrastructure to be submitted as documentary evidences. 4. The Lead Member should be any one who qualifies as Bidder and have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV.	
3.	Section 3 - Evaluation of Technical Bids & Opening & Evaluation of Financial Bids Volume I	3.6.4 / 47	3.6.4 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall 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) #Calculated	In line with other state concession, Performance Security should be computed basis one year and not entire Contract Period (i.e. 11 years). Accordingly, request Authority to revise the same.	As per RFP.

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			at approximately 3% (three per cent) of the amount calculated by multiplying :- rate quoted by the lowest Bidder X Annual Assured Bus Kilometer (i.e. 65,700 km) X Contract Period (i.e.11 years) X No. of Buses (300 buses)		
4.	Section 1 - Introduction Volume I	1.2.4 / 14	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 14.00 Crores (Rupees Fourteen 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. The Bidders will have an option to provide Bid Security in the form of a demand draft or Fixed Deposit	Bid security of 14.00 Crore is on higher side compare to other i.e. RSRTC, MSRTC , KSRTC most of them were less than 1 crore 2. The period for FDR/BG is also high it should be for 120 days instead of 180 days	As per RFP.

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			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) daysfrom the Bid Due Dateincluding 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		
5.	Article 2 - Scope of Agreement Volume II	2.2b / 17	2.2.(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	440 V Electric connection for Charging infrastructure may be provided by Authority to reduce charging infra establishment cost.	As per RFP.

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			Infrastructure in the parent depot, Provide Chargers and maintain complete charging infrastructure including civil infrastructure for undertaking preventive and breakdown maintenance.		
6.	Article 2 - Scope of Agreement Volume II	2.2c / 17	2.2.(c)Electricity cost for charging of buses will be borne by the Operator. Even all the charges towards the electric connection shall be borne by the operator only in case of location other than parent depot, if required by the Operator.	Electric connection supply & cost to be under the scope of Authority for all parent depot as well as for any other other location, if any.	As per RFP.
7.	Article 4 - Conditions Precedent Volume II	4.1.3 / 20	4.1.3 The Conditions Precedent required to be satisfied by the Operator within a period of 120 (one hundred and twenty) days from the date of this Agreement shall be deemed to have been fulfilled when the Operator shall have:	This should be 180 days as there are many works which require that much time like Financial Closure, escrow account opening and agreement execution, etc. Further, it should have been linked to satisfaction of specific CP list by Authority such as ROW, Permits etc. Accordingly, there should be Authority Conditions	As per RFP.

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				Precedent like providing right of way, permits etc which have not been listed. Request these to be written because if these are not fulfilled the project can't start and despite Operator fulfilling all its conditions precedent the project will not move forward and he would incur losses on account of delay from Authority in fulfilling their conditions precedent	
8.	Article 5: Obligation of the Operator Volume II	5.6 / 29	5.6 Advertisement and Branding of Buses	In line with Model Concession Agreement, the operator should be allowed to display its own name at appropriate place in the Depot.	As per RFP.
9.	Article 5: Obligation of the Operator Volume II	5.6 / 29	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 identity of the Project shareholders to advertise or display its own	The Operator should be allowed to advertise and appropriate revenue from this activity. This would help authority to get lower bids.	As per RFP.

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			identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business.		
10.	Article 5 - Obligations of the Operator Volume II	5.12 / 30	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	Electric connection supply & cost to be under the scope of Authority for all parent depot as well as for any other other location, if any.	As per RFP.

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			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.		
11.	Article 6 - Obligations of Authority Volume II	6.1.2(b) / 31	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;	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 act & environmental compliances applicable for the said depot facility.	As per RFP.
12.	Section 2 - Instruction to	2.8.2 / 36	The Authority shall endeavour to respond to the questions	Please delete this clause as for the transparency, all the queries need to be	As per RFP.

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	Bidder Volume I		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 Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.	responded even if authority does not agree with the suggestions.	
13.	Section 2 - Instruction to Bidder Volume I	2.9.3 / 37	In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.	Please ensure that minimum 2 weeks shall be granted after any addendum / clarification is issued	As per RFP.
14.	Article 12 - Setting up the maintenance depots Volume II	12.1 / 41	The designated Depots i.e. Harinagar Depot - I, Subhash Place & Sukhdev Vihar depot 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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15.	Article 16 - Operation of Buses Volume II	16.6.1 / 52	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 Default and the Operator shall be liable to pay Damages at the rate of 0.1% of the Performance Security of per Bus.	Please clarify if its 0.1% PS of one bus or 0.1% of total PS per incident	The clause is self explanatory.
16.	Article 16 - Operation of Buses Volume II	16.6.3 / 52	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 2 hours window is short as external factors are involved. Penalty is very high wrt this incident.	As per RFP.

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			the Performance Security of per Bus.		
17.	Article 20 - Key Performance Indicators Volume II	20.5.5 / 67	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.
18.	Article 20 - Key Performance Indicators Volume II	20.10 / 68	In addition to the already existing clause, the Operator shall pay Damages as per Annex-I of Schedule – I. The Damages/penalties will be revised @5% after every Two years.	Please make this consistent with MCA. Penalty/damages should not have an escalating clause as it is counter productive & maximum quantum (capping) as 1% of monthly invoice value should be defined.	No amendment.
19.	Article 21 - Financial Close Volume II	21.1 / 70	The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days from the date	Timeline to achieve Financial Close should be 180 days from date of this agreement iwith further period of 120 days nstead of 90 days and 60 days in-line with Niti Aayog	As per RFP.

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			of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 60 (sixty) days, ...	- Model concession agreement.	
20.	Article 22 - Fee Volume II	22.3.2 / 71	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.
21.	Article 22 - Fee Volume II	22.4.3 / 72	The Authority shall make the payments to the Operator within the period specified in clause 22.2.3. In case of any delay in making the payment, the authority shall damages at 0.5% above bank rate per annum for each day's delay subject to maximum of 30 days. Beyond 90 days, it will be considered an authority default	Please make it 2% above bank rate inline with MCA & other STU tenders. It should be 30 days for authority default not 90 as it's a reasonable time. WC arrangement for 90 days will make the bid prices higher.	As per RFP.

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22.	Article 22 – Fee Volume II	22.4.1 / 72	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 65,700 kilometre (the “Annual Assured Bus Kilometre”).	Please clarify the payment for excess KMs beyond annual assured.	Please refer Article 22 of Volume – II (DCA) of RFP.
23.	Article 22 – Fee Volume II	22.5.1 / 72	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 electricity tariff for the Charging Infrastructure and 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	As per RFP.
24.	Article 27 - Escrow Account Volume II	27.1.3 / 82	The Authority shall at all times throughout the Contract Period maintain in the Escrow	It should be 3 months of estimated fee in-line with other state concession agreements	As per RFP.

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			Account, a balance of at least an amount equivalent to {2 (two)} months’ estimated Fee payable to the Operator as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds		
25.	Article 29 - Force Majeure Volume II	29.7.2 / 90	29.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the “Force Majeure Costs”) shall be allocated and paid as follows: (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;	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.

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26.	Article 36 - Change in law Volume II	36.3 / 111	36.3 Protection of NPV : Pursuant to the provisions of Clauses 38.1 and 38.2 and for the purposes of placing the	It's a typing error. Clauses 38.1 and 38.2 should be replaced by 36.1 and 36.2.	Please refer amendment to RFP document.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
M/s Olectra Greentech Limited					
1.	Volume - I	1.1.3 Page. No 10	The Bidders are required to appraise themselves & comply with the details of FAME-II Scheme & subsequent EoI, sanction letter and other notifications of Department of Heavy Industry and note all and any subsequent additions, clarifications or notifications as issued from time to time and as applicable to Electric Buses. Bidders are required to quote their rates under this Bid incorporating the demand incentives (“Demand Incentives”) available under FAME II Scheme. Bidders, while quoting must take into account all provisions of the FAME II Scheme, including eligibility conditions, battery and bus specifications, timing and manner of release of Demand Incentives. Bidders should be in a position to comply with all the terms and conditions under the FAME II Scheme.	Compliance of FAME II Scheme should be requested on or before delivery of vehicles. All the FAME II tenders have asked for compliance with FAME II registration and certification at the time of prototype Inspection.	Please refer amendment to RFP document.
2.	Volume - I	1.1.6 Detailed Scope of the Operator broadly includes:	(c) Electricity cost for charging of buses will be borne by the Operator. Even all the charges towards the electric connection shall be borne by the Operator only, in case of location other than parent depot, if required by the Operator.	(c) Electricity cost for charging of buses will be borne by the Operator. <u>Authority shall pay the electricity charges. Authority's obligation to</u>	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		Page No. 11		<u>pay the Electricity charges shall be limited to consumption of ≤ 1.3 kWh per km for 12m Electric AC Buses. Charges for additional energy consumption above these limits shall have to be borne by the Operator and Authority shall debit the charges for additional energy consumption beyond 1.3 kWh per Km from the monthly payments.</u> Even all the charges towards the electric connection shall be borne by the Operator only, in case of location other than parent depot, if required by the Operator. This will help Operator to arrive lesser PER KM cost.	
3.	Volume - I	1.1.6 Detailed Scope of the Operator broadly includes: Page No. 11	(e) After completion of Contract Period, the immovable infrastructure established at various depots for charging of Electric Buses will become the property of Authority solely for its further usage by Authority. The Operator will not have any right on this immovable infrastructure after completion of Contract Period. The civil infrastructure established will	(e) After completion of Contract Period, the immovable infrastructure established at various depots for charging of Electric Buses will become the property of Authority solely for its further usage by Authority. The Operator will not have any right on this immovable	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			become the property of Authority and the Operator will not have any right on civil Infrastructure. The Operator shall handover all the above facilities in sound and working condition and an undertaking to this effect shall be submitted.	infrastructure after completion of Contract Period. The civil infrastructure established will become the property of Authority and the Operator will not have any right on civil Infrastructure. The Operator shall handover all the above facilities in sound and working condition and an undertaking to this effect shall be submitted. All other movable assets like chargers, cables, switches, transformers, buses, tools & Equipment, etc. shall become the property of Operator. This change is asked in view of better clarity and understanding.	
4.	Volume - I	1.1.6 Detailed Scope of the Operator broadly includes: Page No. 12	(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	(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	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_191708_1)
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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the bidder.	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. As per Point No. 2. xv. of DHI Sanction Letter to DTC No. F.No. 6(09)/2019-NAB.II(Auto) dtd 21st August 2019, issued by DHI.	
5.	Volume - I	1.2. Brief description of Bidding Process: 1.2.6 (Note: 3) Page No. 16	Note: 3. The maximum “ex-factory price (i.e. price of vehicle at factory gate before applicable taxes)” to avail incentive is Rs. 2 Crores.	May please clarify us why is such limit is given	Please refer Annexure 2 of Notification no. S.O. 1300 dated 8 th March issued by DHI.
6.	Volume - I	1.2. Brief description of Bidding Process: 1.2.4 Page No. 14	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 14.00 Crores (Rupees Fourteen 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. The Bidders will have an option to provide Bid	A Bidder is required to deposit, along with its Bid, a Bid Security of <u>Rs. 6.00 Crores (Rupees Six crore only)</u> (the "Bid Security"), refundable not later than 90 (ninety) 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	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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.	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. To avoid blocking of funds and reduce PER KM cost to DTC.	
7.	Volume - I	2.1.13 Page No. 20	(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	(a) Number of members in a Consortium shall not exceed 5 (five) including the Lead Member. The	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			(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 under the Bid documents.	Lead Member shall <u>may</u> be any one of OEM (Original Equipment Manufacturer) (vehicle manufacturer) <u>or Associate of an OEM</u> 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 under the Bid documents. OEM Associates shall be allowed to bid as a single bidder/consortium member.	
8.	Volume - I	2.1.16 Page No. 23	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 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	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.	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 a company or corporation, the power to direct the management and policies of such person by operation of law. (OR) <u>For the purpose hereof, the word “Associate” shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent) or is controlled by the Bidder (i.e. subsidiary), or is under the common control with the Bidder (i.e. sister concern).</u> <u>As used here, the expression</u>	

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				<u>“control” means, with respect to bidding firm which is a company, the ownership of common shareholders, directly or indirectly, of at least 50% of the voting shares/shareholding of the firm.</u> <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.	
9.	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.	(b) The Bidder shall be an Original Electric Bus Manufacturer (the “OEM”) <u>or Associate of an OEM</u> or an Operator of Bus (the “Bus	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		Page No. 24		Operator”) or a PSU (Public Sector Undertaking) or a subsidiary of a PSU. May please consider to allow our Associate company to submit bids.	
10.	Volume - I	2.2 Eligibility and qualification requirements of Bidder Page No. 24	(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 OEM <u>or Associate of an OEM</u> or Bus Operator only or PSU (Public Sector Undertaking) or a subsidiary of a PSU only. May please consider to allow our Associate company to submit bids.	As per RFP.
11.	Volume - I	2.2 Eligibility and qualification requirements of Bidder	(d) The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a	(d) The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		Page No. 24	Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. However, this disqualification does not apply to OEM's, where an OEM is the non-Lead Member in the Consortium.	Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. However, this disqualification does not apply to OEM's, where an OEM is the non-Lead Member in the Consortium. Multiple bids shall not be entertained.	
12.	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 Page No. 28	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	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	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			for obtaining the demand incentive for the electric buses to be supplied, before the submission of prototype.	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 buses to be supplied, before the submission of prototype. Homologation certification shall be issued to only OEMs and not any associate companies. Hence the Associate company shall submit the Homologation certificate from its OEM.	
13.	Volume - I	2.2.2 Page No. 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 respective Authorities and cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this certificate prior to submission of prototype.	DHI FAME II registration is not mandatory and should be deleted during bid submission. It is applicable during supply of buses. All the FAME II tenders have asked for compliance with FAME II registration and certification at the time of prototype Inspection.	Please refer amendment to the RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
14.	Volume - I	2.2.2 Page No. 28	OEM already registered in India under Fame Phase-I shall submit fresh application	DHI registration is not mandatory and should be deleted during bid submission. It is applicable during supply of buses All the FAME II tenders have asked for compliance with FAME II registration and certification at the time of prototype Inspection.	Please refer amendment to the RFP.
15.	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: Page. No .29	(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 Operational Experience to be exempted for OEM or its Associates bidding as a Single entity (ii). The Operator should have Stage Carriage Operation/ Contract Carriage Operation experience or combined Ownership and Operation Experience of at least <u>10 buses</u> 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)	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				Our Associate company EVEY Trans Pvt Ltd owns 31 Electric buses and is operating vehicle s for last 9 months. EVEY holds 775 Electric Bus orders under FAME II contracts. Hence the same may be considered for wider participation.	
16.	Volume - I	2.2.2.To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility: Page. No .29	(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, 2019 of minimum <u>Rs. 50 25 crore</u> (Rupees <u>Fifty Twenty Five</u> crore only), irrespective of the turnover in each year. Certificate duly certified by Statutory Auditor shall be submitted. Our Associate company EVEY Trans Pvt 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.	As per RFP.
17.	Volume - I	2.2.2. To be eligible for this	(iv). Bidders shall have net worth of Rs. 20 crore (Rupees twenty crore only) in the last financial	(iv). Bidders shall have net worth of Rs. 20 05 crore (Rupees <u>twenty Five</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/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		RFP a Bidder shall fulfil the following conditions of eligibility: Page. No .29	year i.e. FY 18-19. Certificate duly certified by Statutory Auditor shall be submitted.	crore only) in the last financial year i.e. FY 18-19. Certificate duly certified by Statutory Auditor shall be submitted. 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.	
18.	Volume - I	Clause 2.2.2 (v). Conditions to avail demand incentives: Page.No.30	(e) be fitted with suitable monitoring devices to know the mileage of vehicles to determine the total fuel savings on a real time basis; and	Does this requirement applicable for Electric Buses, pl clarify.	This is the condition mentioned in the Notification no. S.O. 1300 dated 8 th March issued by DHI.
19.	Volume - I	Clause 2.2.2 (vii) Page No. 31	(vii) If the Bid is by a Sole Bidder, the Bids can be presented by a registered Electric Bus Manufacturer or Operator who is meeting their respective prescribed qualifications and who is supplying the Buses under this Project.	If the Bid is by a Sole Bidder, the Bids can be presented by a registered Electric Bus Manufacturer <u>or Associate of an OEM</u> or Operator who is meeting their respective prescribed qualifications and who is supplying the Buses under this Project. May please consider to allow our	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				Associate company to submit bids.	
20.	Volume - I	Clause No. 2.2.2 (xi) Page No. 32	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 from time to time.	This Clause is to be deleted DHI in its EOI dtd 04th June 2019 under Clause No. 12 clearly mentions that since bidding is on GCC basis and to provide level playing field for all; bidder will be free to use different technology of charging of vehicles. So, request you to delete the clause	As per RFP.
21.	Volume - I	Clause No. 2.2.3 Page.No.33	(iv) 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 addition, Bidder shall submit FAME-II Scheme eligibility certificate. In case, the Bidder has applied for the certificate to the respective Authorities and cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this certificate prior to submission of prototype.	All the FAME II tenders have asked for compliance with FAME II registration and certification at the time of prototype Inspection.	Please refer amendment to the RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
22.	Volume - I	3.4 A Other Provisions for Evaluation of Technical Bids Page.No.46	(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 2days. 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.
23.	Volume - I	Page,No.105	Vide File No. 6(09)/2019-NAB.II(Auto) dated 21st August 2019, Clause No. (i) It is stated that this offer will be liable to cancel in case if the supply order is not issued before 15 th November 2019.	Please clarify.	DHI has extended the due date of issue of supply order to successful bidder till 31 st December, 2020.
Volume II					
24.	Volume II	2.2 Detailed Scope of the Operator Page No. 18	(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	(h) Buses should be capable of running minimum 140 km (with 80% SOC) on single charge and minimum 120 km with GVW & AC in running condition. Vehicle shall run for 200 Km + 10% in a day (On actual condition with passengers, GVW and	No travel time to/ from depots is included in shift change over time.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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 30 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.	AC, 18 hours continuous operation with around 30 minutes shift change over time). The bidder shall make an arrangement to install fast chargers for charging the buses during shift changeover time <u>including to & fro travel time to/from depot of about 30 minutes</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. Does the 30 minutes Intermediate charging include travel time to depots. PI clarifies.	
25.	Volume II	3.1 The Contract Page No. 19	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 11 (eleven) years after COD of last bus (the “Contract Period”), and the Operator hereby accepts the Contract and agrees to implement	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 11 (eleven) years <u>from the date of</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/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			the same subject to and in accordance with the terms and conditions set forth herein. For avoidance of doubt, the Contract Period of 11 (eleven) years will be after COD of last bus.	<u>deployment of each Contracted Bus after COD of last bus</u> (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. For avoidance of doubt, the Contract Period of 11 (eleven) years will be after COD of <u>last</u> <u>each Contracted</u> bus. To avail 11 Years contract period for all Buses.	
26.	Volume II	20 ARTICLE 4 CONDITIONS PRECEDENT Page.No.20	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) 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	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) days of the notice, and the Condition Precedent	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC)					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			all Applicable Permits required to be procured by the Authority as specified in Schedule- C.	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.	
27.	Volume II	Clause No. 4.2 Page.No.21	4.2 Damages for delay by the Authority No Clause	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	Clause pertaining to “Damages for delay by the Authority” is already mentioned in the Volume-II (DCA) of RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
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				calculated at the rate of [0.1% (zero point one per cent)] of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of [20% (twenty per cent)] of the Performance Security. As per DHI MCA and as per Lender requirements.	
28.	Volume II	7.1 Representations and warranties of the Operator Page No.33	(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-	(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 26% (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	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/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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;	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.	
29.	Volume II	10.2 Licence and Right of Way for Depot Sites Page No. 39		<u>Clause to be Added:</u> 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	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				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.	
30.	Volume II	ARTICLE 11 UTILITIES, ASSOCIATED ROADS AND TREES Page no. 40	Deleted	Shall be as per DHI Model Concession Agreement As per DHI MCA and as per Lender requirements.	As per RFP.
31.	Volume II	13.2 Ownership of Buses Page No. 42	The Operator agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Operator and the Operator shall cause all Buses to be registered in the name of the Operator and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.	The Operator agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Operator and the Operator shall cause all Buses to be registered in the name of the Operator <u>or any of its Consortium Members</u> and the Authority shall not exercise any right, title, or interest over any of	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				the Buses, subject to the terms of this Agreement. Kindly consider since the Consortium forms a SPV.	
32.	Volume II	13.11 Damage due to accident Page No. 45	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 another 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.
33.	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.	If COD does not occur within 180 days from the <u>Appointed Date</u> date	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		Page.No.47	Harinagar Depot - I, Subhash Place & Sukhdev Vihar depot), 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.	of handing over of Maintenance Depot (i.e. Harinagar Depot — I, Subhash Place & Sukhdev Vihar depot), 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.	
34.	Volume II	16.8 Advertising on Buses and Maintenance Depots Page No. 53	16.8.1 Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot.	16.8.1 Subject to Applicable Law, the Authority Operator may display advertisements on the Buses and at the Maintenance Depot. This helps the Authority in getting better Per KM Price	As per RFP.
35.	Volume II	16.8.4 Placement of Advertisement Page No. 53	(a) The Authority may place the advertisement inside and outside the Buses at designated slots described, such that it does not obstruct any safety, advisory or other mandatory information;	(a) The Authority Operator may place the advertisement inside and outside the Buses at designated slots described, such that it does not obstruct any safety, advisory or	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			(b) The Authority may place the advertisement on the boundary wall of the Maintenance Depot or any other slot identified by the Authority.	other mandatory information; (b) The Authority <u>Operator</u> may place the advertisement on the boundary wall of the Maintenance Depot or any other slot identified by the Authority. This helps the Authority in getting better Per KM Price	
36.	Volume II	16.8 Advertising on Buses and Maintenance Depots Page No. 53	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.	16.8.5 The Authority <u>Operator</u> shall be entitled to appropriate entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depot. This helps the Authority in getting better Per KM Price	As per RFP.
37.	Volume II	17.5 Damages for breach of Maintenance Obligations Page.No.56	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 0.01% of the Performance Security.	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	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
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				the breach is cured, at the rate of 0.01% of the Performance Security of such bus. Damages shall be attributable to bus damaged.	
38.	Volume II	17.14 Maintenance Depots Page No. 60	17.14.4 The Authority shall provide initially at least 3.5MW, 3-phase connection at Subhash Place Depot & 4MW, 3-phase connection, at Harinagar-I & Sukhdev Vihar Depot each, for charging of Buses. Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots shall be procured by the Operator at its own expense 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.	17.14.4 The Authority shall provide initially at least 3.5MW, 3-phase connection at Subhash Place Depot & 4MW, 3-phase connection, at Harinagar-I & Sukhdev Vihar Depot each, for charging of Buses. Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots shall be procured by the Operator at its own expense 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. Clause 5.2 is not related to this	As per RFP.
39.	Volume II	17.14	17.14.5 The Operator agrees and undertakes to	17.14.5 The Operator agrees and	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		Maintenance Depots Page No. 60	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 setting up and operationalising a Maintenance Depot, and if such delay exceeds 100 days, the Authority shall be entitled to terminate this Agreement forthwith.	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 equal to 0.01% of the Performance Security 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.	
40.	Volume II	17.15 Maintenance facilities Page No. 60	17.15.1 The Operator shall, at each Maintenance Depot, install and operate the maintenance facilities and equipment necessary for performing its Maintenance Obligations under and in accordance with this Agreement. Such maintenance facilities and equipment shall	17.15.1 The Operator shall, at each Maintenance Depot, install and operate the maintenance facilities and equipment necessary for performing its Maintenance Obligations under and in accordance	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			include	with this Agreement. Such maintenance facilities and equipment shall may include Kindly consider.	
41.	Volume II	20.10 Damages for failure to achieve key performance indicators Page No. 68	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. In addition to the already existing clause, the Operator shall pay Damages as per Annex-I of Schedule – I. The Damages/penalties will be revised @5% after every Two years.	Capping of Damages/Penalties: should be 5% of the Monthly Billing Amount As per Lender requirements.	No amendment.
42.	Volume II	21.1 Financial Close Page.No.70	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	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	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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 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.	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) of the Performance Security for each day of delay, and for a further period not exceeding <u>40 (forty)</u> 80 (Eighty) 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 <u>90 (ninety)</u> 180 (One Hundred and Eighty) 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	
43.	Volume II	22.3 Payment of Fee	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject	22.3.2 The Authority shall within a period of 30 (thirty) <u>15 (fifteen)</u> days	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		Page No. 71	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.	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. As per DHI MCA	
44.	Volume II	22.4 Annual Assured Kilometre Page.No.72	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) 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 of a period exceeding 90 (ninety) days shall be regarded as an Authority Default.	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				As per DHI MCA	
45.	Volume II	22.5 Revision of Fee Page.No.72	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 electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement (“Fee Revision”).	22.5.1 The Parties agree that the Fee shall be revised <u>after 1 (one) year every 6months</u> of putting last bus into operation and will be revised thereafter every year on the basis of variation in electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement (“Fee Revision”). For lesser PER KM cost.	As per RFP.
46.	Volume II	22.5 Revision of Fee Page.No.72	22.5.5 The Parties agree that the formula for revision of fee shall be: (a) For the 1st revision after COD: Indexed Fee = Fee * [1 + (.2 * CPI IW) + (0.6 * .4 * WPI) + (.2 * (price per kWh of electricity on the date of submission of the statement - price per kWh of electricity on the Base Index Date)/ price per kWh of electricity on the Base Index Date) / 100]] (b) For subsequent revisions: Indexed Fee = Fee * [1 + (.2 * CPI IW) + (0.6 * .4 * WPI) + (.2 * (price per kWh of electricity on the date of submission of the statement - price	(a) For the 1st revision after COD: Indexed Fee = Fee * [1 + (.2 * CPI IW) + (0.6 * .4 * WPI) + (.2 * (price per kWh of electricity on the date of submission of the statement - price per kWh of electricity on the Base Index Date)/ price per kWh of electricity on the Base Index Date) / 100]] (b) For subsequent revisions: Indexed Fee = Fee * [1 + (.2 * CPI IW) + (0.6 * .4 * WPI) + (.2 * (price	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			per kWh of electricity on the preceding Fee Revision Date)/ price per kWh of electricity on the preceding Fee Revision Date) / 100)]	per kWh of electricity on the date of submission of the statement – price per kWh of electricity on the preceding Fee Revision Date)/ price per kWh of electricity on the preceding Fee Revision Date) / 100)] <u>Indexed Fee= Fee x [1+(0.2 X [CPIIW–BaseCPIIW/Base CPI IW])+(0.24 X [WPI–Base WPI/Base WPI])+(0.2 X [ET–Base ET/Base ET])]</u> (b) For subsequent revisions: <u>Indexed Fee= Fee x [1+(0.2 X [CPIIW–Ref CPIIW/Ref CPIIW])+(0.24 X [WPI–Ref WPI/Ref WPI])+(0.2 X [ET–Ref ET/Ref ET])]</u> Where: i. CPI IW= CPI IW as on the date of submission of statement ii. Base CPI IW= CPI IW applicable on the base index date iii. WPI= WPI as on the date of submission of statement iv. Base WPI = WPI as applicable on the base index date	

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				v. ET= Electricity price per kWh as on the date of submission of statement vi. Base ET= Electricity price per kWh as on the base index date vii. Ref CPI- IW = CPI IW as applicable on the preceding fee revision date viii. Ref WPI = WPI as applicable on the preceding fee revision date ix. Ref ET = Electricity price per kWh as on the preceding fee revision date Kindly consider.	
47.	Volume II	22.5 Revision of Fee Page.No.73	22.5.6 Notwithstanding the provisions of this Clause 22.5, the Parties agree that the Operator shall be entitled to a revision in Fee in accordance with this Clause 22.5 only if (i) the price per kWh of electricity consumed for the Charging Infrastructure varies by 10% (ten percent); and (ii) the CPIIW and WPI varies by more than 4% within a period specified from the Fee Revision Date in accordance with provisions of Clause 22.5.1.	To be deleted As per above suggestion given.	As per RFP.
48.	Volume II	32.1 Termination for Operator Default Page No. 96	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	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	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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.	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. As per DHI MCA.	
49.	Volume II	32.1 Termination for Operator Default Page No. 96	(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 Default for which whole or part of the Performance Security was appropriated;	(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 Hundred and Twenty)</u> days, the Operator Default for which whole or part of the Performance Security was appropriated; As per DHI MCA.	As per RFP.
50.	Volume II	32.1 Termination for Operator Default	(s) the Operator commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on	(s) the Operator commits a default in complying with any other provision of this Agreement if such default	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		Page No. 97	the Authority and the Operator fails to cure such default in a Cure Period of 30 days.	causes a Material Adverse Effect on the Authority and the Operator fails to cure such default in a Cure Period of 30 120 days. As per DHI MCA.	
51.	Volume II	42.4 Delayed payments Page No. 121	42.4.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 90 (ninety) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 0.5% (zero point five per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.	42.4.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 90 (ninety) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 0.5% (zero point five per cent) 3% (Three Percent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof. As per DHI MCA.	As per RFP.
52.	Volume II	Article 43	“Appointed Date” means the date on which	“Appointed Date” means the date on	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		Definitions Page No. 127	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;	which Financial Close is achieved and all the Condition Precedents are satisfied or waived, as the case may be, <u>in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period;</u> Delivery dates are longer than Appointed date.	
53.	Volume II	Article 43 Definitions Page No. 129	“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	“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) <u>38% (thirty eight per cent)</u> <u>26%(Twenty Six Percent)</u> thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period;	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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 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;	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 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	

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				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; As per DHI MCA.	
54.	Volume II	Article 43 DefinitionsPage No. 131	“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 RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				As per Lender requirement.	
55.	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 As per MCA.	As per RFP.
56.	Volume II	SCHEDULE-M (See Clause 27.1) ESCROW AGREEMENT Page.No.177	Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.	(B) Senior Lenders/Lenders Representatives have 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 effective only from the	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				date of becoming Party to this Agreement. As per Lender requirement.	
57.	Volume II	Schedule - M 3.1 Deposit by the Authority Page.No.180	(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.
58.	Volume II	Schedule - M 3.1Deposit by the Authority Page.No.180		(e) Any other revenues or capital receipts from or in respect of the Project Kindly consider as per Lender requirement.	As per RFP.
59.	Volume II	Schedule - M 3.2 Deposits by the Operator Page.No.180	(d) all proceeds received pursuant to any insurance claims	(d) all proceeds received pursuant to any insurance claims 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. Kindly consider as per Lender requirement.	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
60.	Volume II	Schedule - M 4.1Withdrawals during Contract Period Page.No.181	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 Operator 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.
61.	Volume II	Schedule - M 4.1 Withdrawals during Contract Period Page.No.181	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 Project, subject to and in accordance with the conditions if any, set forth in the Financing Agreements; Kindly consider as per Lender requirement.	As per RFP.
62.	Volume II	Schedule - M 9.1	The Escrow Bank will indemnify, defend and	The Escrow Bank will indemnify,	As per RFP.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
		General indemnity Page.No.185	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.	defend and hold the Authority and Operator 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.	
Volume III					
63.	Volume – III	2 General Design Features of Bus Page.No.6	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	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 –	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.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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.	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 <u>100 60 passengers</u> [@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. <u>To take care of the peak over load of about 20% the bus has the to have buffer Power to pull this load comfortably over a gradient of 17%,</u> for which the Tyre rating should be such that it meets the requirement of peak hour loading. As per approved GVW and as per CMVR.	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.

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
64.	Volume – III	2 General Design Features of Bus Page.No.6	2.4 The bus design should be such as to meet all statutory requirements applicable for the city of Delhi in all respects. The bus structure would meet requirements of structural strength, stability, deflection, vibration, crashworthiness, etc. amongst others for at least the following main loads:	2.4 The bus design should be such as to meet all statutory requirements applicable for the city of Delhi in all respects. The bus structure would meet requirements of structural strength, stability, deflection, vibration, <u>crashworthiness</u> , etc. amongst others for at least the following main loads: Crashworthiness is not applicable to Electric Buses	Please refer amendment to RFP document.
65.	Volume – III	26 Service Doors Page.No.17	17.14 Service Doors operation shall be controlled with the help of three push buttons or switch: o One green button for entrance (press once open, press again closed) o One black button for exit (press once open, press again closed) o One red master button to close both entrance and exit doors at the same time	Shall be as per OEM Standards Kindly consider.	Please refer amendment to RFP document.
66.	Volume – III	28 Passenger Seats Page.No.20	28.1 The seats (design, spacing and sizing) and its anchorages shall comply AIS 052, AIS 023 specification and duly Type Approved. The passenger seats shall be preferably front facing comfortable, durable & maintenance free of	28.1 The seats (design, spacing and sizing) and its anchorages shall comply AIS 052, AIS 023 specification and duly Type Approved. The passenger seats shall	As per RFP.

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			‘PP-LD’ (Polypropylene Low Density)/ LDPE moulded construction meeting the performance requirements of AIS 023 and other requirements as per the AIS-052. The PP-LD/LDPE moulded seat shall be appropriately fitted with moulded flame retardant Polyurethane (PU) cushion for seat & back rest as per AIS 052. The seats shall be upholstered with waterproof expanded vinyl coated fabric to match the seat & interior décor conforming to IS 8698 of Class-A, Grade-I, Type-A. Suitable integral type seat hand grab rails shall be provided, on top of backrest for seated passengers. However, the seat pitch shall be maintained as per AIS-052. A hand rest shall be provided to the gangway side of passenger seats on aisle side.	be preferably front <u>or reverse</u> facing comfortable, durable & maintenance free of ‘PP-LD’ (Polypropylene Low Density)/ LDPE moulded construction meeting the performance requirements of AIS 023 and other requirements as per the AIS-052. The PP-LD/LDPE moulded seat shall be appropriately fitted with moulded flame retardant Polyurethane (PU) cushion for seat & back rest as per AIS 052. The seats shall be upholstered with waterproof expanded vinyl coated fabric to match the seat & interior décor conforming to IS 8698 of Class-A, Grade-I, Type-A. Suitable integral type seat hand grab rails shall be provided, on top of backrest for seated passengers. However, the seat pitch shall be maintained as per AIS-052. A hand rest shall be provided to the gangway side of passenger seats on aisle side. As per AIS052.	

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S. No.	Subject	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
67.	Volume – III	24 Driver’s work area 25 Page.No. 21	30.1 A driver door of not less than 1600 mm height and 650 mm wide with maximum space for sliding window using the material like glazing and glass as used in the other side window glasses shall be provided for entry and exit to driver’s work area as per AIS-052.	Driver Door dimensions shall be as per AIS 052 As per AIS 052 and this is Low floor vehicle.	Please refer amendment to RFP document.
68.	Volume – III	39. Panelling Page No. :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 - Acrylonitrile Butadiene Styrene (ABS) conforming to relevant National or International Standards.	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 - Acrylonitrile Butadiene Styrene (ABS) conforming to relevant National or International Standards. <u>or PVC coated Aluminium Sheet</u> Kindly consider as per OEM specifications.	As Per RFP
69.	Volume – III	38 Bumpers Page No. 25	38.1 The bus shall be provided with front and rear bumpers of FRP moulded in three piece	38.1 The bus shall be provided with front and rear bumpers of FRP <u>are</u>	Please refer amendment to

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
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			constructions. The bumper shall be easily repairable/ replaceable. The bumpers shall conform to the requirements of CMVR. AIS-052, National/ international standard.	<u>single piece construction or</u> moulded in three piece constructions. The bumper shall be easily repairable/ replaceable. The bumpers shall conform to the requirements of CMVR. AIS-052, National/ international standard. Kindly consider as per OEM.	RFP document.
70.	Volume – III	40 Wind Screen – Front and Rear Page.No.25	40.1 Windscreen glasses shall meet the 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	40.1 Windscreen glasses shall meet the 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	As per RFP.

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			and foot rests above the bumper at suitable height shall be provided to facilitate manual cleaning of the windscreens.	<u>(Optional)</u> 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. Rear wind screen is not available in Rear equipped Electric buses.	
71.	Volume – III	47 Charging Location Page.No.29	47.1 One AC (Alternating Current) out-let of 220V will be provided at suitable location for charging of electrical/electronic equipment like Mobile Phone and another for charging of Electronic Ticketing Machine etc. near entrance door.	47.1 <u>DC supply</u> will be provided at suitable location for charging of electrical/electronic equipment like Mobile Phone and another for charging of Electronic Ticketing Machine etc. near entrance door. As per OEM and ETM requires DC current. For safety reasons.	Please refer amendment to RFP document.
72.	Volume – III	49 Lights and Lighting System Page.No.30	49.14 Electrical fittings shall not be mounted on both front and rear bumpers.	Lamps will be provided on bumpers. As per OEM designs.	Please refer amendment to RFP document.
73.	Volume – III	58 Heating, Ventilation and Air Conditioning	58.1 The HVAC/VAC system for Heating, Ventilation and Air Conditioning/ Ventilation and Air Conditioning Climate Control System	58.1 The HVAC/VAC system for Heating , Ventilation and Air Conditioning/ Ventilation and Air	Please refer amendment to RFP document.

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		(HVAC) Climate Control System Page No. 35	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: “*3 Measurement shall be carried out at gross vehicle weight and HVAC/VAC in operation (set temperature 24+/- degree c)”	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: “*3 Measurement shall be carried out at gross vehicle weight and HVAC/VAC in operation (set temperature 24+/- degree c)” Heating is not required	
74.	Volume – III	58 Heating, Ventilation and Air Conditioning (HVAC) Climate Control System Page No. 35	58.6 In case of AC failure, proper air ventilation in the form of 24V DC, 200mm cabin fan shall be provided on each side pillar on both side of the bus and one fan in driver’s cabin.	58.6 In case of AC failure <u>roof hatch will be provided for proper air ventilation in the form of 24V DC, 200mm cabin fan shall be provided on each side pillar on both side of the bus and one fan in driver’s cabin.</u> Glass in Glass for each seat can be provided, this will lead to electrical	Please refer amendment to RFP document.

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				short circuits.	

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<u>M/s JBM Auto Limited</u>					
1.	General		No power supply from DISCOM	Non availability of Power Supply from DISCOM source, for reasons, which are beyond the control of Operator, will be excluded from penalties/default calculations for fleet availability/operations.	The same shall be decided as per the terms and conditions of the RFP.
2.	Volume-1-ITB	1.1.6 (c) Page no. 11	Electricity cost for charging of buses will be borne by the Operator. Even all the charges towards the electric connection shall be borne by the Operator only, 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.	As per RFP.
3.	Volume-1-ITB	1.1.7 Page no. 13	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	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.

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			charging infrastructure facility at sites other than the Maintenance Depot, they will be required to incur their own cost for setting up upstream infrastructure i.e. electricity connection of requisite power load.		
4.	Volume-1-ITB	1.1.6(e) Page no.11	After completion of Contract Period, the immovable infrastructure established at various depots for charging of Electric Buses will become the property of Authority solely for its further usage by Authority. The Operator will not have any right on this immovable infrastructure after completion of Contract Period. The civil infrastructure established will become the property of Authority and the Operator will not have any right on civil Infrastructure. The Operator shall handover all the above facilities in sound and working condition and an undertaking to this effect shall be submitted.	Kindly clarify weather rolling stock (Buses) also needs to be transferred to authority for further usage. We request to include the clause that the same shall be transferred on " as is where is" basis.	As per RFP.
5.	VOLUME I-ITB	1.1.16 L Page no.12	Buses should be capable of running minimum 140 km (with 80% SOC) on	1. We assumes total 6 hours of real charging time will be available for night	Please refer amendment to RFP document.

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			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, <u>18 hours continuous operation with around 30 minutes shift change over time</u>). The bidder shall make an arrangement to install fast chargers for charging the buses during shift changeover time of about 30 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.	charging of 100 E-buses at each depot. Please Confirm. 2. As the buses are requires to cover 220 km per day ((On actual condition with passengers, GVW and AC,) JBM request authority to provide Opportunity charging time of 90 minutes per E-bus at each depot .	
6.	Volume-1-ITB	2.2.2 Page no.28	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	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.

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			support the claim.		
7.	Volume III_Technical Specifications	1.5 Page no.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 shall be submitted no later than 60 (sixty) days from date of LOA and including the details of make/type/model of various units like Electric propulsion system, drive motor/(s), Battery Cooling System, Traction Controller System, Battery Pack and its mounting arrangement, propeller shafts, front axle, rear axle, alternator, regulator, batteries, tyres, steering, instruments on the panel, air compressor, shock absorbers, air bellows, seats, interior/Exterior fittings, wiring harness etc.	We request to submit type approval of the bus along with all test reports carried out by the testing agency shall be submitted prior or at the time of prototype inspection.	Please refer amendment to RFP document.
8.	Volume III_Technical Specifications	2.1 Page no.6	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	Amendment requested , Gradability should be 17% at GVW as per DHI guidelines.	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

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			meets the requirement of peak hour loading.		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.
9.	Volume III_Technical Specifications	2.3 Page no.6	Ambient Conditions: The bus must be having proven design suitably modified to the climatic & operational conditions, infrastructure and road conditions in Delhi. Typical operating conditions could be temperatures of approximately 0o to 50 C, humidity level from 5% to 100%, and altitude up to 300 m. The bus manufacturer is strongly advised to ensure that buses are able to meet the severe temperature, water, humidity, height from mean sea level, rain fall conditions of Delhi during operation.	The nature of data to be submitted to support the requirement to be confirmed by DTC	As per RFP.
10.	Volume III_Technical Specifications	2.4 Page no.6	The bus design should be such as to meet all statutory requirements applicable for the city of Delhi in all respects. The bus structure would	"crashworthiness" is not applicable as per CMVR/AIS 052 for Type-1 buses, we request you to delete this requirements	Please refer amendment to RFP document.

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			meet requirements of structural strength, stability, deflection, vibration, crashworthiness, etc. amongst others for at least the following main loads.		
11.	Volume III_Technical Specifications	2.12 Page no. 8	The Bidder shall ensure that the components/sub-assemblies as are fitted in each bus comply with specifications as prescribed herein and duly approved by test agency	All the components in vehicle does not fall under purview of Test Agency. It should be limited to the components/sub-assemblies falling under CMVR. To name a few is Axles, underfloor assemblies like stabilizer bar, shock absorbers, Few Brake assembly parts, stone guards, material used painting, type of material used for vehicle construction etc.	As per RFP.
12.	Volume III_Technical Specifications	3.4 Page no.9	Electric propulsion system compartment/s would be insulated to avoid transmission of heat and noise to saloon area. This firewall would preclude or retard propagation of an electric propulsion system compartment fire into passenger compartment. Only necessary	We request to amend the word "Fireproof" to fire retardant	As per RFP.

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			openings would be allowed in the firewall, and these would be fireproofed. Wiring may pass through only if connectors or other means are provided to prevent or retard fire propagation through the firewall. Electric propulsion system access panels in the firewall would be fabricated of fireproof material and secured with fireproof fasteners.		
13.	Volume III Technical Specifications	3.7 Page no.9	Specific power consumption of electric propulsion system in terms of kms per KW hour at AIS 039 Standard operating conditions (Indian urban operating cycle) would be ensured along with guaranteed energy consumption level (kilometers per kilowatt hour i.e. km per kwh) under GVW and the standard urban operational conditions / cycle.	Unit to be corrected to kWh / Km as per AIS 039	Please refer amendment to RFP document.
14.	Volume III_Technical Specifications	9.1 Page no.11	Brake squeal would be absent under normal conditions of operation.	"Brake squeal is not a defect but a phenomenon which occurs occasionally and do not impact brake performance. Usually it happens when there is sudden drop of temperature of brake	As per RFP.

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				liners/disc/drum. Kindly consider to remove this requirement.	
15.	Volume III_Technical Specifications	9.2 Page no. 11	In the event of failure of EPS and or loss of air in system, adequate provision be made for obtaining effectiveness of service brake system and or for deactivating the spring actuated brakes	Clarification required : Full form of EPS	EPS-Electric Propulsion System
16.	Volume III_Technical Specifications	10.3 Page no. 11	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.	"rubber" to be included as an option along with "rubberized fabric" Splash aprons of thickness 6.5mm in rubber (EPDM) shall be provided	Please refer amendment to RFP document.

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			The flexible portions of splash aprons would not be included in road clearance measurements. Other splash aprons would be installed where necessary to protect bus equipment		
17.	Volume III_Technical Specifications	12.2 Page no.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 running condition for continuous operation with around 30 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	<u>Clarification required</u> : 1. As per tender , Minimum 140 km in single charge without Passengers, GVW and AC & minimum 120 km in single charge with Passengers, GVW and AC on. Please clarify. 2. Operational range is 200 Km + 10% or 200 ± 10% in a day. Please clarify. <u>Amendment requested</u> : 1. Required one no. of opportunity charging of 90 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	Please refer amendment to RFP document.

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			condition). The bidder shall make an arrangement to install fast chargers for charging of buses during shift change over time of about 30 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 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 Manganese Oxide, Metal Hydride, Zinc Air, Sodium Air, Nickel Zinc, Lithium Air and other similar chemistry under development or under use.	operational range. Bus will charge with DC off board fast charger	

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			In addition this battery should have specific density of at least 70 Wh/kg and cycle life of at least 1000cycles) Annexure 1 27. Slow Charging 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		
18.	Volume III_Technical Specifications	60.1 Page no. 37	The Electric Buses shall be operated with Single/Multiple Charging throughout the day depending on the solution worked out. The Buses shall be available for charging during night after completion of scheduled trips and for any opportunity/ fast charging without impacting the schedule. The Operator is required to install and operate adequate charging stations at the Depot provided by the authority so as to ensure that in case of slow charging the bus shall be charged maximum within 4 Hrs.		As per RFP
19.	Volume	12.3 Page	Battery packs and other components	It is requested, Battery packs and other	Please refer amendment to RFP

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	III_Technical Specifications	no.13	of electrically propelled vehicles should conform to applicable AIS / BIS standards or International Specs / standards in absence of AIS /BIS specs. Battery packs and other components / units of Electric Propulsion system should have been tested and certified to conform to said standards not more than six months prior to fitment on buses. Detailed drawing indicating location and mounting details of Battery packs /and other sub-systems of Electric Propulsion system be provided no later than 60 (sixty) days from date of LOA.	components / units of Electric Propulsion system should have been tested and certified to conform to said standards not more than Twelve months prior to fitment on buses.	document.
20.	Volume III_Technical Specifications	13.3 Page no.13	The comprehensive multi-stage anti-rust treatment by way of hot phosphating/ galvanizing shall be provided to bus flooring, sides, roof, under-structure, as per BIS 3618 Class-A2/ Galvanizing of MS Structural Members as per IS: 277-2003 120 GSM coating for resistance to corrosion or deterioration from	The comprehensive multi-stage anti-rust treatment by way of hot phosphating/ galvanizing shall be provided to bus flooring, sides, roof, under-structure, as per BIS 3618 Class-A2/ Galvanizing of MS Structural Members as per IS: 277-2003 120 GSM coating or any other superior surface treatment for resistance to corrosion or	As per RFP.

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			atmospheric conditions & road salts so as to enable them & frame to last for 12 years or 10,00,000 km whichever is earlier.	deterioration from atmospheric conditions & road salts so as to enable them & frame to last for 12 years or 10,00,000 km whichever is earlier. Material we are proposing is having YST of 390 Mpa SST life of 1000 Hr. minimum against 336 Hr. requirement.	
21.	Volume III_Technical Specifications	14.1 Page no.14	Bus exterior side panels would be fitted with GI sheet/GP Sheet /stainless steel sheet/Aluminum sheet at waist level. The exterior front-end & rear-end paneling would be of GI sheet/GP sheet /stainless steel sheet/ AL sheet/FRP while roof, rear, sides & skirt paneling would be of aluminum. All interior paneling would be of Acrylonitrile Butadiene Styrene (ABS) conforming to relevant National or International Standards.	We request to consider the following: a) Front/rear inner dome and dashboard liner be in FRP b) side and roof interior panels in HPL (High Pressure Laminates)	As per RFP.
22.	Volume III_Technical Specifications	14.4 Page no.14	Anti-drumming compound shall be applied on inner side (enclosed surfaces) of entire paneling.	Clarity required on the term "entire paneling". Roof panel/side panel?	Anti-drumming compound shall be applied on inner side (enclosed surfaces) of entire metallic paneling.

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23.	Volume III_Technical Specifications	14.5 Page no.14	The whole bus body would be thermally insulated with flame retardant Polyurethane or glass wool of minimum 40 kgs/m3 density as per Bus Code (AIS052). Insulation would also be provided at other locations for improved performance of air conditioning system. TIG welding for fabrication of aluminum components would be used	Insulation of glass wool will be provided throughout the panelling except side panels. We propose not to provide insulation between side panels since there are negligible thermal conductive losses due to air gap between the panels. Air gap acts as a heat insulator.	As per RFP.
24.	Volume III_Technical Specifications	17.4 Page no.16	The entrance and the exit doors shall be jack knife type/in swing type. The Entrance and Exit doors shall be provided with suitable support in the form of grab handles for boarding/ alighting passengers on the door flaps. Electronic sensors shall be installed at both entrance and exit doors to retract the door automatically if any obstruction to door occurs during door closing. It must be effective until door is fully closed.	Anti pinch sensor of contact type can be provided as there is no such electronic sensor is available for Automotive application.	The provision of anti-pinch feature as per clause 17.7 of Volume-III will serve the purpose.
25.	Volume III_Technical	17.14 Page no. 17	Service Doors operation shall be controlled with the help of three push	Our current arrangement is without colour and symbolised exit and	Please refer amendment to RFP document.

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	Specifications		buttons or switch: o One green button for entrance (press once open, press again closed) o One black button for exit (press once open, press again closed) o One red master button to close both entrance and exit doors at the same time	entrance with numbers 1 and 2 we request you to kindly consider the same.	
26.	Volume III_Technical Specifications	17.15 Page no. 17	All button and switches shall be labelled and located on a panel to the right as well as left side of the driver taking in to account convenience of operation and proper ergonomics except the door opening switch which shall be on left hand side of the driver. For emergency operation each door will have covered switch at suitable place both inside and outside the vehicle body.	Our buses Dashboard switches are designed ergonomically considering easy and fatigue free driving on the right hand side of the dashboard. Door opening switches are mounted just below the Bus shift selector on the right hand side of the dashboard. Driver needs to use only one hand to select the driving mode and open & close the door. Switch distribution on the dashboard has been designed considering the frequency of usage and operation to be activated.	Please refer amendment to RFP document.
27.	Volume III_Technical Specifications	17.17 Page no. 17	Doors shall be fitted with heavy-duty locks with &/ without lock & key depending upon their use. Striker plate shall be fitted at the closing end	Our buses are equipped with Electro-pneumatic doors and mechanical locks may damage the other assembly part and will not appear aesthetically	As per RFP.

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			of locks.	proper, however we can provide provision of locking the service doors and can be only opened through driver door entrance.	
28.	Volume III_Technical Specifications	17.20 Page no.18	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.	Our vehicle does not have any footstep. Please add wherever it is applicable.	The requirement of Entry/ Exit lights as per amendment for clause 49.12 will meet the requirement.
29.	Volume III_Technical Specifications	20.3 Page no. 18	One escape roof hatch having inscribed area of 70 x 50 cm shall also be provided as emergency exit.	In Electric buses, High voltage components are mounted on bus roof therefore it is not recommended to provide escape hatch on roof. We request you to allow ventilation hatch instead of escape hatch.	As per RFP.
30.	Volume III_Technical Specifications	25.2 Page no.20	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	Proposed :Antislip hammer tone powder coating with MS Tubing also	As per RFP.

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			the saloon area.		
31.	Volume III_Technical Specifications	26.1 Page no.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.	Proposed :Antislip hammer tone powder coating with MS Tubing also	As per RFP.
32.	Volume III_Technical Specifications	36.2 Page no. 23	Simultaneously the route number and destinations shall be announced so as to make audible to the passengers on the bus stop. Loudspeakers integrated with the display system be fitted one at the front gate and another speaker at the rear gate especially for the persons	Speakers will be installed near Doors inside of bus	As per RFP.

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			with disabilities.		
33.	Volume III_Technical Specifications	37.1 Page no.24	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 as per IS 16833:2018 : CCTV system with an inbuilt tracking system and integrated emergency	We have observed some contradiction between 2 different clauses related to ITS as below: - Clause 37.1, Page 24: " Detailed specification document for CCTV devices as per IS 16833:2018 : CCTV system with integrated emergency System or minimum specifications as per Annexure 24, whichever is superior shall be complied. and, Annexure 2,Note Page 62 , as below: Note: Detailed specification document for CCTV devices as per IS 16833:2018 : CCTV system with an inbuilt tracking system and integrated emergency System or minimum specifications as per Appendix to Schedule 2, whichever is superior shall be complied. The amendments/exemptions shall be intimated as and when received otherwise the bidders have to abide by	As per RFP.

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			System or minimum specifications as per Annexure 2 of volume-III, whichever is superior shall be complied.	the BIS standard. Submission- Specs mentioned in Clause No. 37.1 has been mandated through AIS 153, whereas the specification mentioned in Annexure 2 is not available in India.	
34.	Volume III_Technical Specifications	37.3 Page no.24	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).	Requirement as per AIS 140 has been mandated as per CMVR, accordingly VLT supplier and OEM has aligned their supply accordingly. Compliance as per IS 16833:2018 (Annexure-A), can be achieved through Integration of VLT system with the device we are proposing in above S.No. 18. Other than this no supplier in India is having a stand alone device to comply with the requirement of IS 16833:2018 (Annexure A)	As per RFP.
35.	Volume III_Technical Specifications	38.1 Page no.25	The bus shall be provided with front and rear bumpers of FRP moulded in three piece constructions. The bumper shall be easily repairable/ replaceable. The bumpers shall	Front and rear bumpers are integral part of our front and rear facia design, request you to allow the same.	Please refer amendment to RFP document.

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			conform to the requirements of CMVR. AIS-052, National/ international standard.		
36.	Volume III_Technical Specifications	39.1 Page no.25	The bus shall have heavy-duty ring type towing devices in the front and rear bumpers area with load transfer to bus structural members. The capacity of each towing device shall be 1.2 times (minimum) the kerb weight of the bus within 30 degrees of the longitudinal axis of the bus	The word "provision of" to be added after "the bus shall have" as the towing activity will be done either from the front or from the back.	Please refer amendment to RFP document.
37.	Volume III_Technical Specifications	40.1 Page no.25	Windscreen glasses shall meet the 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	Commercially 'AA' grade safety glass is not available for bus application in India. Request to consider 'A' Grade as per IS 2553 Part-2 instead of "AA Grade". Demisting feature will be provided separately. Our design is such that the windscreen cleaning can be easily done standing on the ground. We request to delete the grab handle.	As per RFP.

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			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, center of the front face and foot rests above the bumper at suitable height shall be provided to facilitate manual cleaning of the windscreens.		
38.	Volume III_Technical Specifications	42.2 Page no.26	42.2 In addition FDSS has to be provided as per AIS135 or as per applicable standards. 59 Fire Detection and Suppression System (FDSS)	As per AIS 135, FDSS is not applicable for EV, FDSS requirement should be deleted	As per RFP.
39.	Volume III_Technical Specifications	59 Page no.36	Fire Detection and suppression system		As per RFP.
40.	Volume III_Technical Specifications	2.15 Page no.8	Fire Safety: The bus shall be designed and manufactured with all applicable fire safety regulations under CMVR/ Bus Code for safety of the buses including prescribed upholstery material, fire retardant cable,		As per RFP.

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			connectors etc. These provisions shall also include the use of fire-retardant material, fire mitigation/suppression system, and facility for passenger evacuation [doors, windows and escape hatches] as per statutory requirements besides Bus Code. The Flammability requirements shall comply with IS 15061 as specified in CMVR or as per the standards of the item		
41.	Volume III_Technical Specifications	45.3 Page no. 27	Each power supply cable shall meet the requirement of IS: 2465 with flame retardant and shall be properly encased & clamped.	IS/ISO 6722 to be included along with BIS:2465-1984 in the tender document as "ISO 6722" is an international standard for automotive wiring application, which is followed globally and it has been adopted by BIS as it is in India by IS/ISO 6722. IS/ISO 6722 to be included along with BIS:2465-1984 in the tender document.	As per RFP.
42.	Volume III_Technical Specifications	46.2 Page no.27	The bus body will have Multiplex Wiring System. All cabling shall be as per the provisions of the AIS-052. However, the wiring shall be flame proof conforming to BIS: 2465-1984	IS/ISO 6722 to be included along with BIS:2465-1984 in the tender document as "ISO 6722" is an international standard for automotive wiring application, which is followed globally	As per RFP.

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			or latest and safety requirements as provided in CMVR. Wiring shall be grouped, numbered & colour coded. Wiring harnesses from the multiplex shall not contain wires of different voltage classes unless all wires within the harness are insulated for the highest voltage present in the wiring harness. Kinking, grounding at multiple points, stretching & exceeding minimum bend radius shall be prevented.	and it has been adopted by BIS as it is in India by IS/ISO 6722. IS/ISO 6722 to be included along with BIS:2465-1984 in the tender document.	
43.	Volume III_Technical Specifications	47.1 Page no.29	One AC (Alternating Current) out-let of 220V will be provided at suitable location for charging of electrical/electronic equipment like Mobile Phone and another for charging of Electronic Ticketing Machine etc. near entrance door.	As we understand the location of inverter will be near conductor seat Please clarify the capacity. We suggest 350W with single 03 pole socket which will be enough to charge the Ticketing machine /mobile phone/laptop.	Please refer amendment to RFP document.
44.	Volume III_Technical Specifications	48.4 Page no.30	As far as possible electrical system would be 24V double pole multiplex wiring system except in unavoidable condition. However, in case of single pole wiring all power & ground wiring would have double electrical	We are providing single pole with multiplexing system as per ISO 6722	As per RFP.

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			insulation, which would be waterproof conforming to the Indian/ International Standards.		
45.	Volume III_Technical Specifications	48.11 Page no.30	Separate additional out-lets, as required in Bus Code, are to be provided with appropriate relays & fuses in wiring harness for fitment of electrical auxiliary devices/ systems to be added later on in buses, if required. USB type charger will be provided for charging electrical equipment.	Please confirm Charging port qty & location required	Please refer amendment to RFP document.
46.	Volume III_Technical Specifications	49.6 Page no.31	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 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.	Please clarify for driver area lighting: 1. Driver light will be provided by switch which driver can control 2. For door light it will be always on when bus is stationary headlight ON and door is open . Otherwise it will be in OFF condition	As per RFP.
47.	Volume III_Technical	49.12 Page no.31	Exterior door lights-Lights shall be automatically switched off when the	Lights on Service doors can be provided for the ease of passenger boarding &	Please refer amendment to RFP

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	Specifications		door is closed.	alighting during dark, but no exterior lighting can be provided. The word 'Exterior door light' word may considered for replacement with 'Exit/ Enter' door light.	document.
48.	Volume III_Technical Specifications	57.1 Page no.35	The bus manufacturer has to make provision for affixing RFID TAG on the driver side glass on door window. The successful bidder has to match (shall be compatible) with the existing AUTHORITY infrastructure.	RFID Tag is not being provided, it is replaced by FAS Tag, clarity required	As per RFP.
49.	Volume III_Technical Specifications	58.1 Page no.35	The HVAC/VAC system for Heating, Ventilation and Air Conditioning / Ventilation and 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: “*3 Measurement shall be carried out	(temperature 24+/- degree c)- Tolerance value required	Please refer amendment to RFP document.

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			at gross vehicle weight and HVAC/VAC in operation (set temperature 24+/- degree c)”		
50.	Volume III_Technical Specifications	58.2 Page no.35	The whole bus body shall be thermally insulated with flame retardant Polyurethane or glass wool of minimum 40 kgs/m3 density as per bus code.	Insulation of glass wool will be provided throughout the panelling except side panels. We propose not to provide insulation between side panels since there are negligible thermal conductive losses due to air gap between the panels. Air gap acts as a heat insulator.	As per RFP.
51.	Volume III_Technical Specifications	58.6 Page no.35	In case of AC failure, proper air ventilation in the form of 24V DC, 200mm cabin fan shall be provided on each side pillar on both side of the bus and one fan in driver’s cabin.	Kindly consider to amend it as "on each side pillar" to be replaced with "on appropriate locations." Proper air ventilation will be ensured by providing fans on appropriate locations	Please refer amendment to RFP document.
52.	Annex 1	36 Page no.42	Suitably designed to carry required load consisting of seated and standee passengers, the superstructure of steel tubing, bus tare weight, all other fitments such as AC system, etc. and meet performance requirements under various loads indicated to withstand the transit service conditions of operation throughout	"under various loads indicated"- which standard/document is to be referred to? "transit service conditions of operation"- load cases clarity of transit service conditions required	As per RFP.

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			its service life.		
53.	Volume II-DCA	2.2 (c) Page no. 17	Electricity cost for charging of buses will be borne by the Operator. Even all the charges towards the electric connection shall be borne by the operator only n 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.
54.	Volume II-DCA	2.2 (d) Page no.18	Electricity charges for office and maintenance activities of the Operator shall be borne by the Operator.		As per RFP.
55.	Volume II-DCA	5.12 Page no.30	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.
56.	Volume II-DCA	6.1.2 (d) Page no. 31	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		As per RFP.

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			within 500 m (five hundred meters) of the boundary of the Maintenance Depots.;		
57.	Volume II- DCA	6.1.2 (e) Page no.31	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.
58.	Volume II- DCA	Article 17 Page no.55	MAINTENANCE OF BUSES	The Authority is requested to provide all civil/mechanical infrastructure excluding the scope covered under charging infrastructure.	As per RFP.
59.	Volume II- DCA	17.14.4 Page no.60	The Authority shall provide initially at least 3.5MW, 3-phase connection at Subhash Place Depot & 4MW, 3-phase connection, at Harinagar-I & Sukhdev Vihar Depot each, for charging of Buses. Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots shall be procured by the Operator at its own expense and the Operator shall provide for a sub- station for step-up and step-down of power within the	(1) Authority is requested to share the basis of 3.5MW and 4MW electricity loads. (2) Authority is also requested to provide electric connection at 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) We shall be requiring load of atleast 10 MVA at every depot with 33KV or as per conditions of requisite discoms.	As per RFP.

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			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.	(4) " <i>Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots</i> " We did not find relevant reference. Request you to clarify the same.	
60.	Volume II-DCA	22.5.2 Page no.72	The Operator shall submit to the Authority, no later than 30 (thirty) days prior to the expiry of the aforesaid 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.	(1) The energy consumption recorded at DISCOM tariff meter will be used for accounting of Input cost of Electricity. (2) There will be separate DISCOM meter connections for Charging Infrastructure loads and Auxiliary loads.	As per RFP.
61.	Volume II-DCA	22.5.6 Page no.73	Notwithstanding the provisions of this Clause 22.5, the Parties agree that the Operator shall be entitled to a revision in Fee in accordance with this Clause 22.5 only if (i) the price per kWh of electricity consumed for the Charging Infrastructure varies by	It is requested to consider the price per kWh of electricity consumed for the Charging Infrastructure varies by 5% (ten percent)	As per RFP.

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S. No.	Subject/ Section of the Bids Document	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			10% (ten percent); and (ii) the CPIIW and WPI varies by more than 4% within a period specified from the Fee Revision Date in accordance with provisions of Clause 22.5.1.		
62.	Volume II- DCA	Schedule – A Page no.140	Site of Maintenance Depot	Kindly share the area available under each mentioned Depot.	As per RFP.
63.	Volume III-	60.3 Page no.37	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.	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.	As per RFP.
64.	Volume II- DCA	Schedule J Deployment	The Deployment Plan should include list of Routes, frequencies, headway,	Please provide the Total time available between insheddding of first bus and	As per RFP.

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		Plan Page no.162	number of Buses to be deployed on each Route, and any other information the Authority intends to include.	last bus at each depot for shift change over and Opportunity Charging.	
65.	Volume II-DCA	2.2.(i) Page no.18	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.	We request to kindly consider reduction in BG value year on year basis	As per RFP.
66.	Volume II-DCA	9.3 Page no.37	The Performance Security [3% X Rate quoted by the lowest Bidder X Annual Assured Bus Kilometer (i.e. 65,700 km) X Contract Period (i.e.11 years) X No. of Buses (300 buses)] shall remain in force and effect during the Contract Period.	The Performance Security should be on reducing method over a period of 11 Year	As per RFP.
67.	Volume II-DCA	16.8.5 Page no.53	The Authority shall be entitled to appropriate entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depot.	The Operator shall have rights to collect and retain revenue generated from advertisement.	As per RFP.
68.	Volume II-DCA	20.1 Page no.66	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified	We request to cap penalty maximum 3% of Invoice value	As per RFP.

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			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. In addition to the already existing clause, the Operator shall pay Damages as per Annex-I of Schedule – I. The Damages/penalties will be revised @5% after every Two years.		
69.	Volume II- DCA	22.3.2 Page no.71	The Authority shall within a period of 30 (thirty) days from receipt of the invoice.	We request to pay the invoice amount within a period of 15 (Fifteen) days from receipt of the invoice.	As per RFP.
70.	Volume II- DCA	22.4.3 Page no. 72	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	We request to amend the clause as following: 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 from the date	As per RFP.

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			payable to the Operator.	they become payable to the Operator.	
71.	Volume II-DCA	24.2.1 Page no.77	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 to amend the clause as following: The Operator shall provide to the Authority, on chargeable, an inventory of Spares along with the Maintenance Depots transferred under this Article 24.	As per RFP.
72.	Volume II-DCA	26.1.1 Page no. 80	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 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.
73.	Volume II-DCA	26.1.2 Page no.80	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	As per RFP.

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S. No.	Subject/ Section of the Bids Document	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				quarter of its accounting year, furnish to the Authority its unaudited financial results in respect of the preceding quarter	
74.	Volume II- DCA	26.1.3 Page no.80	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: that 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.
75.	Volume II- DCA	26.2.1 Page no.80	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”).	As per RFP.
76.	Volume II- DCA	26.2.3 Page no.80	Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but	We request to delete this clause	As per RFP.

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S. No.	Subject/ Section of the Bids Document	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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.		
77.	Volume II- DCA	13.11.3 Page no.45	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.	The information of accidents may be provided with in 2 hrs verbally and where accidents result in fatality such information may be provided in 1 hr time from its occurrence which is quite practical.	As per RFP.
78.	Volume II- DCA	16.6.1 Page no.52	In case of breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its	The bus can be removed only after when their is conducive environment to remove the bus with no time limit boundation. Also there should not be	As per RFP.

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S. No.	Subject/ Section of the Bids Document	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			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 Default and the Operator shall be liable to pay Damages at the rate of 0.1% of the Performance Security of per Bus.	any penalty on operator under the same.	
79.	Volume II- DCA	16.8.3 Page no.53	The Operator shall at all times ensure that no part of the Buses including but not limited to the external and internal colour, body of the Buses or any part thereof are damaged due to advertisement stickers or any other form of display material. The Operator shall ensure that the advertisements are displayed in such a manner that it does not obstruct partially or completely, the visibility from inside and outside of the Buses.	We request to compensate the operator in case of damage to buses while putting or removing the advertisement stickers.	As per RFP.

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S. No.	Subject/ Section of the Bids Document	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
80.	Volume II- DCA	17.3.4 Page no.56	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.	It is requested to delete the clause " that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 6 (six) months" as the same shall leads to litigation on the quantity of spares to be provided at the time of termination	As per RFP.
81.	Volume II- DCA	23.6 & 23.7 Page no.75	Deputation and terms of Deputation	We request to delete the clause as it will not be possible for bidder to asses such costs at the time of bidding.	As per RFP.
82.	Volume II- DCA	28.2.1 Page no.85	The Operator acknowledges and agrees that unless otherwise specified in this Agreement it shall, at its own cost and expense, provide or cause to be provided security within the Buses for the prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences; provided that the Authority and the Operator may at any time mutually enter into an agreement to jointly provide security services in the Buses.	Operator can not provide this type security so request to delete the clause	As per RFP.

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S. No.	Subject/ Section of the Bids Document	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
83.	Volume II-DCA	22.3.3 Page no.72	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	Kindly confirm In case of 100 buses in depot the minimum annual assured kilometer shall be paid for all 100 buses.	Please refer Article 22 of Volume-II (DCA) of RFP.
84.	Volume II-DCA	13.3 Page no.42	The Operator shall procure Buses as per the Procurement Schedule provided in Schedule-G hereto which shall include readiness of Buses for commencement of Services (the “Scheduled Commencement of Services”) in accordance with Article 14.	Procurment of buses should be inline with availability of power connection in depot in case there is delay in procuring the power connection, the delivery plan should be modified and agreed with contractor without any liquidated damages. Further 45 days shall be required to install power infra in Depot after procurment of connection in Depot.	As per RFP.
85.	Volume II-DCA	14.3 Page no.47	If COD does not occur within 180 days from the date of handing over of Maintenance Depot (i.e. Harinagar Depot - I, Subhash Place & Sukhdev Vihar depot), 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	We request to keep cap on damages which shall be levied on operator on this account	As per RFP.

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S. No.	Subject/ Section of the Bids Document	Clause no./ Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			point one per cent) of the amount of Performance Security for delay of each day until COD is achieved		
86.	Volume II-DCA	37.7 Page no.115	Survival on Termination	Survival period should be capped to 3 years post termination.	As per RFP.

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M/s Tata Motors Limited																																								
1.	Volume – II	PROCUREMENT SCHEDULE Pg-150	(DELIVERY AND DEPLOYMENT OF 12 M STANDARD LOW FLOOR BUS) <table><tr><th>Sr. No.</th><th>Lot No.</th><th>Number of Buses</th><th>Expected date of receipt of Buses from the date of issue of LOA (Date of issue of LOA, say M)</th><th>Expected date of achieving Readiness for Commencement of Bus Service</th></tr><tr><td>1.</td><td>Delivery of prototype</td><td>1</td><td>M + 3 Months</td><td></td></tr><tr><td>2.</td><td>1</td><td>59</td><td>M + 7 Months</td><td>M + 7 Months + 30 days</td></tr><tr><td>3.</td><td>2</td><td>60</td><td>M + 8 Months</td><td>M + 8 Months + 30 days</td></tr><tr><td>4.</td><td>3</td><td>60</td><td>M + 9 Months</td><td>M + 9 Months + 30 days</td></tr><tr><td>5.</td><td>4</td><td>60</td><td>M + 10 Months</td><td>M + 10 Months + 30 days</td></tr><tr><td>6.</td><td>5</td><td>60</td><td>M + 11 Months</td><td>M + 11 Months + 30 days</td></tr></table>	Sr. No.	Lot No.	Number of Buses	Expected date of receipt of Buses from the date of issue of LOA (Date of issue of LOA, say M)	Expected date of achieving Readiness for Commencement of Bus Service	1.	Delivery of prototype	1	M + 3 Months		2.	1	59	M + 7 Months	M + 7 Months + 30 days	3.	2	60	M + 8 Months	M + 8 Months + 30 days	4.	3	60	M + 9 Months	M + 9 Months + 30 days	5.	4	60	M + 10 Months	M + 10 Months + 30 days	6.	5	60	M + 11 Months	M + 11 Months + 30 days	"Requesting to please accept below timeline for delivery: Delivery of prototype: M + 8 Months 1st Lot(59 buses): M + 9 Months 2nd Lot(60 buses): M + 10 Months 3rd Lot(60 buses): M + 11 Months 4th Lot(60 buses): M + 12 Months 5th Lot(60 buses): M + 13 Months"	As per RFP.
Sr. No.	Lot No.	Number of Buses	Expected date of receipt of Buses from the date of issue of LOA (Date of issue of LOA, say M)	Expected date of achieving Readiness for Commencement of Bus Service																																				
1.	Delivery of prototype	1	M + 3 Months																																					
2.	1	59	M + 7 Months	M + 7 Months + 30 days																																				
3.	2	60	M + 8 Months	M + 8 Months + 30 days																																				
4.	3	60	M + 9 Months	M + 9 Months + 30 days																																				
5.	4	60	M + 10 Months	M + 10 Months + 30 days																																				
6.	5	60	M + 11 Months	M + 11 Months + 30 days																																				
2.	Volume - I	3.1 Pg-19	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 11 (eleven) years after COD of last bus (the “Contract Period”), and the Operator hereby accepts the	Request authority to change the period of contract to 10 years as standard across all GCC models Also request to calculate the contract period of 10/11 years from the date of individual lot of buses and not from start date of operation of last bus.	As per RFP.																																			

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Sl. No	Subject	Clause /Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
			Contract and agrees to implement the same subject to and in accordance with the terms and conditions set forth herein. For avoidance of doubt, the Contract Period of 11 (eleven) years will be after COD of last bus.		
3.	Volume – I	3.4.1 Pg- 46	3.4.1. The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.	Annual reports are published and huge booklets and are available on the website which can be downloaded. Hence Request Authority for exemption from submission of annual report. However, Statement of Profit and loss Account and Balance sheet will be provided. Kindly accept.	As per RFP.
4.	Volume – I	4 Pg-80	This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid	Request the Authority for the below modification: This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days i.e expiry date or for such extended period as may be mutually agreed between the Authority and the	As per RFP.

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Sl. No	Subject	Clause /Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid or till the expiry date whichever is earlier	
5.	Volume - I	8 Pg-81	Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.	Request the Authority for the below modification: Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein. post to the bank addressed as aforesaid and if sent by registered post, it shall be deemed to have been given at the time when it would be received and duly acknowledged by the bank at its counters	As per RFP.
6.	Volume – I	2.1.13Pg-20	Clause 2.1.13 of Vol 1(Lead Member and Consortium Composition)	Request the Authority that this should include Aggregator and Financial Investor along with OEM, Operator, PSU or its subsidiaries. Further, it should allow anyone to be Lead Member. Further, in case of Aggregator, it must have back-to-	As per RFP.

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Sl. No	Subject	Clause /Page no.	Text as per RFP document	Queries submitted by the Bidder	DTC Comments
				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 back arrangement	
7.	Volume – I	3.6.4 Pg-47	3.6.4 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall 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) #Calculated at approximately 3% (three per cent) of the amount calculated by multiplying :- rate quoted by the lowest Bidder X Annual Assured Bus Kilometer (i.e. 65,700 km) X Contract Period (i.e.11 years) X No. of Buses (300 buses)	In line with other state concession, Performance Security should be computed basis one year and not entire Contract Period. Accordingly, request Authority to revise the same.	As per RFP.
8.	Volume - I	1.2.7 Pg-17	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.	In such scenario, Authority should clearly lay down - 1) which routes will go to L1 and others and 2). Which depot capex to be incurred by L1 or others. Same will be required for finalising the bid.	The same shall be decided before issuance of Letter of Award (LOA).
9.	Volume - II	4.1.3 Pg-20	4.1.3 The Conditions Precedent required to be satisfied by the Operator within a period of 120 (one hundred and twenty) days from the date of	This should be 180 days as there are many works which require that much time like Financial Closure,	As per RFP.

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			this Agreement shall be deemed to have been fulfilled when the Operator shall have:	escrow account execution, etc. Further, it should have been linked to satisfaction of specific CP list by Authority such as ROW, Permits etc	
10.	Volume – II	21.1 Pg-70	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, ...	Request the Authority that the 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 in-line with Niti Aayog - Model concession agreement.	As per RFP.
11.	Volume – II	22.5.1 Pg-72	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 electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement (“Fee Revision”).	Kindly accept Fee revision should be available after every 6 months in-line with other state concession agreement.	As per RFP.
12.	Volume - II	27.1.3 Pg-82	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 payable to the Operator as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Kindly accept 3 months of estimated fee in-line with other state concession agreements.	As per RFP.
13.	Volume – II	29.7.2 Pg-90	29.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and	On occurrence of Non Political Event (ex. COVID19 like situation) 50% of	As per RFP.

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			attributable to such event and directly relating to the Project (the “Force Majeure Costs”) shall be allocated and paid as follows: (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;	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. Kindly accept.	
14.	Volume – II	36.3 Pg-111	36.3 Protection of NPV:Pursuant to the provisions of Clauses 38.1 and 38.2 and for the purposes of placing the	Request the Authority to modify as it looks like a typing error. Clauses 38.1 and 38.2 should be replaced by 36.1 and 36.2.	Please refer amendment to the RFP.
15.	Volume – II	2.2b Pg- 17	2.2.(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.	440 V Electric connection for Charging infrastructure may be provided by Authority to reduce charging infra establishment cost. Kindly accept.	As per RFP.
16.	Volume – II	2.2c Pg-17	2.2.(c)Electricity cost for charging of buses will be borne by the Operator. Even all the charges towards the electric connection shall be borne by the operator only in case of location other than parent depot, if required by the Operator.	Electric connection supply & cost to be under the scope of Authority for all parent depot as well as for any other other location, if any. Kindly accept.	As per RFP.
17.	Volume - II	5.12 Pg-30	5.12. The Operator agrees that it shall provide for charging infrastructure at the Maintenance Depots	Electric connection supply & cost to be under the scope of Authority for	As per RFP.

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			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 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.	all parent depot as well as for any other other location, if any. Kindly accept.	
18.	Volume –II	6.1.2b Pg-31	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;	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	As per RFP.

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				mast lighting , bore-wells, water & electricity connection, etc along with all plant & machinery required as apart of compliance to factories act & environmental compliances applicable for the said depot facility. Kindly accept.	
19.	Volume –II	1.2 Pg-13	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 14.00 Crores (Rupees Fourteen 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. 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	1. Bid security of 14.00 Crore is on higher side compare to other i.e. RSRTC, MSRTC , KSRTC most of them were less than 1 crore 2. The period for FDR/BG is also high it should be for 120 days instead of 180 days Kindly accept.	As per RFP.

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20.	Volume –I	2.8.2 Pg-36	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 Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.	Request the Authority to please delete this clause as for the transparency, all the queries need to be responded even if authority does not agree with the suggestions.	As per RFP.
21.	Volume –I	2.9.3 Pg-37	In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.	Requesting to please ensure that minimum 2 weeks shall be granted after any addendum / clarification is issued	As per RFP.
22.	Volume –II	20.5.5 Pg-67	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. Requesting the same.	As per RFP.
23.	Volume – II	20.10 Pg-68	In addition to the already existing clause, the Operator shall pay Damages as per Annex-I of Schedule – I. The Damages/penalties will be revised @5% after every Two years.	Request the Authority to please make this consistent with MCA. Penalty/damages should not have an escalating clause as it is counter productive & maximum quantum (capping) as 1% of monthly invoice value should be defined.	No amendment.
24.	Volume – II	22.3.2 Pg-71	The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to	Request the Authority to please make it 15 days inline with MCA &	As per RFP.

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			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.	other STU tenders. This will make the bids competitive.	
25.	Volume – II	22.4.3 Pg-72	The Authority shall make the payments to the Operator within the period specified in clause 22.2.3. In case of any delay in making the payment, the authority shall damages at 0.5% above bank rate per annum for each day's delay subject to maximum of 30 days. Beyond 90 days, it will be considered an authority default	Request the Authority to please make it 2% above bank rate inline with MCA & other STU tenders. It should be 30 days for authority default not 90 as it's a reasonable time. WC arrangement for 90 days will make the bid prices higher.	As per RFP.
26.	Volume – II	22.4.1 Pg-72	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 65,700 kilometre (the “Annual Assured Bus Kilometre”).	Request the Authority to please clarify the payment for excess KMs beyond annual assured.	Please refer Article 22 of Volume- II (DCA) of RFP.
27.	Volume – II	5.6 Pg-29	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 identity of the Project shareholders to advertise or display its own identity, brand equity or business interests,	The Operator should be allowed to advertise and appropriate revenue from this activity. This would help authority to get lower bids.	As per RFP.

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			including those of its shareholders, save and except as may be necessary in the normal course of business.		
28.	Volume – II	12.1 Pg-41	The designated Depots i.e. Harinagar Depot - I, Subhash Place & Sukhdev Vihar depot 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. Kindly accept.	As per RFP.
29.	Volume – II	16.6.1 Pg-52	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 Default and the Operator shall be liable to pay Damages at the rate of 0.1% of the Performance Security of per Bus.	Request the Authority to please clarify whether its 0.1% PS of one bus or 0.1% of total PS per incident	The clause is self explanatory.
30.	Volume – II	16.6.3 Pg-52	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 of per Bus.	The 2 hours window is short as external factors are involved. Penalty is very high wrt this incident. Request the Authority for modification	As per RFP.
31.	Volume – I	2.2.1(a) Pg-24	The Bidder and all Consortium Members shall be legally competent to enter into a contract as per	The word "Indian Companies Act, 1956" should be removed from here	Section 2(20) of the Companies Act, 2013,

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			prevailing Indian law, and must be either: (i) a company incorporated in India under the Companies Act, 1956 (as amended or re- enacted or restated, and including the Companies Act, 2013 as notified from time to time), or (ii) Partnership firm registered under the Indian Partnership Act or a (iii) A LLP incorporated under Limited Liability Partnership Act, 2008 (iv) A registered Proprietary firm in India.	as Tata Motors Ltd. is a company registered under the Indian Companies Act, 1913. Kindly accept.	defines the term “company” to mean “a company incorporated under the Companies Act 2013 or any previous company law.” Thus, a company registered under the previous company law is covered under eligibility condition as defined in the RFP.
32.	Volume – I	4.4 Pg-50	Bidder shall need to sign and submit a pact agreement alongwith bid and shall forfeit the Bid security in cases described therein	Requesting to delete.	As per RFP.
33.	Volume – II	5.2.6 Pg-26	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	Requesting to delete.	As per RFP.

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			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 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	5.3.2(b) Pg-26	acquisition of any control directly or indirectly of the Board of Directors of the Operator by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring 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 acquisition of Equity or control of the Board of Directors of the Operator without such prior approval of the Authority.	Requesting to delete.	As per RFP.
35.	Volume – II	5.5.12 Pg-29	The Operator shall be responsible for employing any and all manpower, personnel, labour, etc., as may be required to be deployed by it for implementation	Request deletion of the clause as TML cannot become the principal employer in a depot, as the depot	As per RFP.

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			of the Project and as such the Operator on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel, labour, etc. For all intents and purposes under this Contract, the Operator alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 in respect of such manpower, personnel, labour, etc. The Authority shall at no point of time be concerned in any manner whatsoever with any employee or labour related issues of such manpower, personnel, labour, etc. of the Operator and shall not have any liability or responsibility towards them. The Operator shall keep the Authority indemnified for all claims that may arise due to Operator's non-compliance with any provisions of this Clause 5.5.12.	premise is owned by DTC. Hence, DTC shall alone be the occupier under the provisions of Factories Act, and principal employer under the provisions of contract Labour (regulation and abolition) act.	
36.	Volume – II	17.8.3 Pg-57	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	Requesting to delete.	As per RFP.

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			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 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.		
37.	Volume - II	8 of Bank Guarantee Pg-142	The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.	Requesting to delete.	As per RFP.
38.	Volume - II	2 of Bank Guarantee Pg-145	The Bank further agrees that the Authority shall be the sole judge as to whether the Operator is in default in due and faithful performance of its obligations during the Agreement Period under the Agreement and its decision that the Operator is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Operator, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.	Requesting to delete.	As per RFP.
39.	Volume	1.1.5 & 1.1.6 Pg-	(g) The bidder may refer Volume 2 of the RFP	Fines/Damages are Onerous for	As per RFP.

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	- I	11&12	regarding Fines/Damages.	TML. Requesting to delete.	
40.	Volume - I	1.1.4 Pg- 11	The Selected Bidder, who is either a company incorporated under the Companies Act,1956/ 2013 or its substitute thereof or undertakes to incorporate as such prior to execution of the contract agreement (the “Operator”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of alongterm contract agreement (the “Contract Agreement”) to be entered into between the Operator and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.	Requesting clarity on whether any changes are acceptable by the Authority in the draft Contract Agreement.	No change is allowed.
41.	Volume - I	1.1.8 Pg- 13	The Contract Agreement sets forth the detailed terms and conditions for grant of the concession to the Operator, including the scope of the Operator’s services and obligations (the “Concession”).	Request Authority to confirm whether it is willing to accept any changes in this Contract	No change is allowed.
42.	Volume – I	1.1.9 Pg- 13	The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Contract Agreement or the	Onerous Clause is highlighted. Requesting to delete.	As per RFP.

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			Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.		
43.	Volume - I	1.2 Pg- 13	1.2.1 GOI has issued guidelines (see Annexure XIII of Appendix-1A of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA	The highlighted portion is onerous. Request to delete	As per RFP.
44.	Volume - I	1.2.7 Pg- 17	(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.	Onerous clause. Requesting to delete.	As per RFP.

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			The contract for remaining 100 buses will be awarded to the L2 responsive Bidder who will agree to match the price of L1 Bidder. In case the L2 Bidder does not agree to match the price of L1 Bidder, L3 responsive Bidder would be asked to match the price of L1 Bidder and so on till such responsive Bidder agrees to match the price of L1 Bidder for Award of the remaining 100 buses. In case none of the responsive Bidders other than L1 agree to match the price of L1 Bidder or there is only one responsive Bidder, in that case the contract of balance 100 buses will also be awarded to L1 Bidder. Authority’s decision in this regard shall be final. (ii) The Authority may either choose to accept the proposal of the Selected Bidder or invite the Selected Bidder for negotiations		
45.	Volume - I	2.2.1 Pg- 24	Point (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. Bidder should submit documentary proof including GST Registration copy, PAN copy, Partnership Deed / Company Registration document and Legal	Request to please clarify the highlighted part.	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
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			document having registered to do business and other relevant documents		
46.	Volume – I	2.2.3 Pg-32	The Bidders shall enclose with its bid(as per the format at Appendix-IA): Certificate(s) from its concerned client(s) stating the experience of manufacturing of buses, Certificate(s) from its statutory auditors specifying the minimum average annual turnover during the past 3 years, Certificate(s) from its statutory auditors specifying the net worth of the Bidder, OEM should have completed testing and certification requirement under Central Motor Vehicle Rules and FAME II scheme eligibility certificate	Highlighted portion is onerous. Requesting to delete.	As per RFP.
47.	Volume – I	2.3 Pg-33	All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith	Point 2.5.2 (e) & 2.5.3 is onerous. Requesting to delete.	As per RFP.
48.	Volume – I	2.5 Pg- 34	2.5.2 (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding	Clause is Onerous. Requesting to delete.	As per RFP.

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			Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Operator; 2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.		
49.	Volume - I	2.6 Pg- 34	2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if: (a) at any time, a material misrepresentation is made or uncovered, or (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.	Onerous clause. Requesting to delete.	As per RFP.

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			Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids		
50.	Volume – I	2.10 to 2.14 Pg-38	The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential	2.15.1 & 2.15.2 are Onerous Clauses. Requesting to delete.	As per RFP.
51.	Volume – I	2.15 Pg-41	2.15.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in	In case of Confidentiality Breach, we request there should be a compensation to Bidder. Kindly accept.	As per RFP.

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			its discretion, invite all eligible Bidders to submit fresh Bids hereunder. 2.15.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons. 2.15.3 The Bidder shall not mention the Financial Bid i.e. the Bid Price, anywhere in the Technical Bid. In the case, the Bidder mentions the same, the Bid will be rejected		
52.	Volume - I	2.19 Pg-43	2.19.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.19.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder. 2.19.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the	Clause 2.19.6 & 2.19.7 are Onerous. Requesting to delete.	As per RFP.

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			Authority under the Bidding Documents and/or under the Contract Agreement, or otherwise, under the following conditions: 1. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP; 2. If a Bidder withdraws or amends or impairs or derogates its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority; 3. In the case of Selected Bidder, if it fails within the specified time limit – i) to sign and return the duplicate copy of LOA; ii) to sign the Contract Agreement; or iii) to furnish the Performance Security within the period prescribed therefor in the Contract Agreement; or 4. In case the Selected Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Performance Security.		
53.	Volume	3.6.4 Pg- 47	3.6.4 After acknowledgement of the LOA as	Onerous Clause. Requesting to	As per RFP.

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	– I		aforesaid by the Selected Bidder, it shall 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.	delete.	
54.	Volume – I	3.9 Pg- 48	Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information	Onerous Clause. Requesting to delete.	As per RFP.
55.	Volume – I	3.10 Pg-48	The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons	Onerous Clause. Requesting to delete.	As per RFP.
56.	Volume – I	5 PRE-BID CONFERENCE Pg- 51		Onerous Clause. Requesting to delete.	As per RFP.
57.	Volume - I	6 Pg- 52	6.7 It is imperative that each Bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/ completion of the contract in all respects inter-alia including the cost of the design, manufacture, supply, testing, commissioning and maintenance thereafter of these Buses. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts	Requesting to delete.	As per RFP.

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			in force from time to time in India and/ or country of manufacture & supply. On such matters, the Authority shall not entertain any request from the Bidders		
58.	Volume - I	7.2 Pg- 53	The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto; (b) consult with any Bidder in order to receive clarification or further information; (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.	Point 5 Requesting to delete.	As per RFP.
59.	Volume - I	7.3 Pg- 53	It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from	Point 8 . Requesting to delete.	As per RFP.

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			any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.		
60.	Volume - I	8 Pg-55	I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.15.2 of the RFP document.	Requesting to delete.	As per RFP.
61.	Volume – I	16 Pg-56	I/We acknowledge and undertake that our Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, till end of Contract Period, (a) the Lead Member shall hold equity share capital not less than 38% (thirty eight per cent); (b) each such member whose experience will be evaluated for the purposes of this RFP shall , hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the Operator; and (ii) 5% (five percent) of the Total Project Cost	. Requesting to delete if any changes are to be made to the draft Agreement.	As per RFP.

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			specified in the Contract Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Contract Agreement in respect of Change in Ownership.		
62.	Volume - I	19 Pg-56	I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.	Requesting to delete.	As per RFP.
63.	Volume – I	20 Pg- 57	I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.	Requesting to delete.	As per RFP.
64.	Volume –II	(x) Pg-14	the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre- estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of	Damages are onerous. Requesting to delete.	As per RFP.

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			penalty (the “Damages”);		
65.	Volume – II	3 Pg- 19	3.1.2 Subject to and in accordance with the provisions of this Agreement, the Contract hereby granted shall oblige or entitle (as the case may be) the Operator to: (a) procure, and supply Buses in accordance with the provisions of this Agreement; (b) Operate and Maintain the Buses in accordance with the provisions of this Agreement; (c) Right of Way, access and licence in respect of Depot Sites for performing its Maintenance Obligations; (d) set up, Operate and Maintain the Maintenance Depots (e) perform and fulfil all of the Operator’s obligations under and in accordance with this Agreement; (f) save as otherwise provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Operator under this Agreement; and (g) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement nor transfer, sub-lease, sub-licence or part possession of the Maintenance Depots and the real estate related thereto including the Depot Site, save and except as	Request highlighted part to be added: (d) set up, Operate and Maintain the Maintenance Depots provided by the Authority;	As per RFP.

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			expressly permitted by this Agreement.		
66.	Volume – II	(Clause 4.1.3 (f) & (g) Pg-20	delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Operator	Request that duly attested by a 'Director of the Operator' should be substituted by the ' Authorised Signatory of the Operator'	As per RFP.
67.	Volume – II	(h) Pg- 20	(h) delivered to the Authority a legal opinion from the legal counsel of the Service Provider with respect to the authority of the Service Provider to enter into this Agreement and the enforceability of the provisions thereof	Requesting to delete.	As per RFP.
68.	Volume – II	4.4 Pg- 21	Without prejudice to the provisions of Clauses 4.2 and 4.3 , and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 400 (four hundred) days of the date of this Agreement or the extended period provided in accordance with this Agreement, 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 the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Operator, the Performance Security of the Operator shall be encashed and	Request that the Entire Security Deposit should not be encashed. Kindly accept.	As per RFP.

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			appropriated by the Authority as Damages thereof.		
69.	Volume – II	5.2.4 Pg-24	Notwithstanding anything to the contrary contained in this Agreement, the Operator shall not sub-lease, sub-license, assign or in any manner create an Encumbrance on the Depot Sites, without prior written approval of the Authority, which approval the Authority may, in its discretion, deny if such sub-lease, sub-licence, assignment or Encumbrance has or may have a material adverse effect on the rights and obligations of the Authority under this Agreement or Applicable Laws.	Requesting to delete.	As per RFP.
70.	Volume – II	5.2.5 Pg-26	The Operator shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Operator in the event of Termination or Suspension (the “Covenant”). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Operator expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect	Request to be deleted as TML owns the buses and the Buses shall be returned to TML in the event of termination. Kindly accept.	As per RFP.

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			of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(s) of each of the Project Agreements, whereunder such counter party(s) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.		
71.	Volume – II	5.2.6 Pg-26	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 on account of grant or otherwise of such approval and	If Authority refuses the right to sub-license, TML would not be able to engage its Operator. Requesting to delete.	As per RFP.

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			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.		
72.	Volume - II	5.3 Pg-26	5.3.1 The Operator shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority. 5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that: (a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate 25% (twenty five per cent) or more of the total Equity of the Operator; or (b) acquisition of any control directly or indirectly of the Board of Directors of the Operator by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring 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 acquisition of Equity or control of the Board of Directors of the Operator without such	TML being a listed entity, restricting change in Ownership Stake with written permit would not be possible. Onerous Clause. Requesting to delete.	As per RFP.

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			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 on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator from any liability or obligation under this Agreement. It is further agreed that in the event of any acquisition of shares or control in the Lead Member or its holding company by another overseas entity, which results in a Change in Ownership as set forth in this Clause 5.3.2, the Operator shall inform the Authority of such occurrence within 15 (fifteen) days thereof and seek consent of the Authority under and in accordance with the provisions of this Clause 5.3. In the event the Authority denies its consent to such Change in Ownership, a Change in Ownership in breach of this Clause 5.3 shall be deemed to have occurred.		
73.	Volume – II	5.5.7 Pg-28	5.5.7 The Authority may require the Operator to immediately remove any staff member/ personnel employed by the Operator for the purpose of the Project, subject to provision of reasonable evidence,	Request to Replace the word ‘employed’ with ‘engaged’ Kindly accept.	As per RFP.

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			who in the opinion of the Authority		
74.	Volume – II	5.5.12 Pg- 29	5.5.12 The Operator shall be responsible for employing any and all manpower, personnel, labour, etc., as may be required to be deployed by it for implementation of the Project and as such the Operator on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel, labour, etc. For all intents and purposes under this Contract, the Operator alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 in respect of such manpower, personnel, labour, etc. The Authority shall at no point of time be concerned in any manner whatsoever with any employee or labour related issues of such manpower, personnel, labour, etc. of the Operator and shall not have any liability or responsibility towards them. The Operator shall keep the Authority indemnified for all claims that may arise due to Operator's non-compliance with any provisions of this Clause 5.5.12	Request to Replace the word 'employing' with 'engaging'. Clause needs to be modified as under: "The Operator shall be responsible for engaging any Service Provider, as may be required to be deployed by it for implementation of the Project. The Authority shall at no point of time be concerned in any manner whatsoever with the Service Provider engaged by the Operator and shall not have any liability or responsibility towards them. The Operator shall keep the Authority indemnified for all claims that may arise due to Operator's non-compliance with any provisions of this Clause 5.5.12."	As per RFP.
75.	Volume – II	5.7 Pg- 29	5.7.1 The Operator shall bear the risk of loss in relation to each Bus for the performance of its Operation and Maintenance Obligations hereunder. 5.7.2 The Operator shall take or cause to be taken all steps necessary under Applicable Laws to protect	Requesting to delete.	As per RFP.

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			the Authority against claims by other parties with respect thereto in accordance with the terms and provisions of this Agreement.		
76.	Volume – II	5.8 Pg-29	5.8.1 Without prejudice to the provisions of Applicable Laws and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers may be necessary to enable it to perform any of its functions, the Operator shall provide such information to the Authority forthwith and in the manner and form required by the Authority. 5.8.2 After receiving a notice from the Authority for reasoned comments on the accuracy and text of any information relating to the Operator’s activities under or pursuant to this Agreement which the Authority proposes to publish, the Operator shall provide such comments to the Authority in the manner and form required by the Authority.	Request clause to be modified as: Without prejudice to the provisions of Applicable Laws and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers may be necessary to enable it to perform any of its functions, the Service Provider shall provide such information to the Authority forthwith wherever practically possible and in the manner and form required by the Authority. Request to Delete 5.8.2 as Right to publish TML’s information cannot be granted without TML’s written approval. Kindly accept.	As per RFP.
77.	Volume – II	6 Pg-31	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	Request clause to be modified as: provide owned depots (along with any buildings, constructions or	As per RFP.

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			with the provisions of this Agreement	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	
78.	Volume – II	6 Pg- 31	(f) upon written request from the Operator, provide the Operator with competent and trained employees to assist the Operator in carrying out its duties under this Agreement;	Request to be deleted Operator would not be engaging Authority's employees. Request to delete.	As per RFP.
79.	Volume – II	7 Pg- 32	7.1 (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;	Request clause to be modified as: it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any other jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder	As per RFP.
80.	Volume – II	7.1(g) Pg-32	the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of the Selected Bidder/ any member of the Consortium} or any Applicable Laws or any	We request to be deleted.	As per RFP.

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			covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected		
81.	Volume – II	7 Pg-33	(j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;	Requesting clause to be modified as: (j) it has complied with Applicable Laws in all material respects to the best of its knowledge and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement	As per RFP.
82.	Volume – II	7 Pg-33	(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	Requesting to delete.	As per RFP.

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			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;		
83.	Volume – II	7 Pg- 33	(m) {the Selected Bidder/ each Consortium Member} is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Operator pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;	Requesting to Delete the word ‘unconditionally’ as the terms & conditions have been accepted in lieu of the award of Buses. This cannot be unconditional acceptance. Kindly accept.	As per RFP.
84.	Volume – II	7 Pg- 34	(g) it has good and valid right to the Depot Sites, and has power and authority to grant a licence, in respect thereto to the Operator	Requesting clause to be modified as: it has good and valid right to the Depot Sites, and has power and authority to grant a license, in respect thereto to the Operator and permit access to the Depots to the Operator and Sub-Operator, if any; Also add below clause: The Authority shall not claim any right, title or interest in the Buses	As per RFP.

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				and shall handover the Buses to the Service Provider after expiry or termination of this Agreement. Kindly accept.	
85.	Volume – II	8 Pg- 35	8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Agreement shall be borne by the Operator and the Authority shall not be liable in any manner for such risks or the consequences thereof	Requesting clause to be modified as: Except as otherwise provided in this Agreement, all risks relating to the Agreement shall be borne by the Service Provider and the Authority shall not be liable in any manner for such risks or the consequences thereof, except for the acts and/or omissions attributable to the Authority.	As per RFP.
86.	Volume – II	8.1.1 Pg- 35	Save as provided in Clause 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Operator confirms that it shall have no claim whatsoever against the Authority in this regard.	This portion of Clause 7.2 is an onerous clause. Requesting to delete the same.	As per RFP.
87.	Volume – II	9.1.2 & 9.2 Pg- 37	9.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the	The clauses are highly onerous. Appropriation of Security Deposit is Onerous clause. Requesting to	As per RFP.

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			Operator within a period 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.	delete.	
88.	Volume – II	9.3 Pg- 37	The Performance Security shall remain in force and effect during the Contract Period and shall returned to the Operator upon Termination of this Agreement upon Authority Default within 120 (one hundred and twenty) days of the Termination Date, without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of this Agreement.	Requesting clause to be modified as: The Performance Security shall remain in force and effect during the Contract Period and shall returned to the Service Provider upon Expiry of this Agreement or Termination of this Agreement within 120 (one hundred and twenty) days of the Termination Date, without any interest, subject to any deductions which may be made by the Authority in respect of any undisputed outstanding dues under the terms of this Agreement. Kindly accept.	As per RFP.
89.	Volume	10.2.1 & 10.2.2	10.2.2 The Authority shall provide and grant to the	Request clause to be modified as:	As per RFP.

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	– II	Pg- 39	Operator, vacant access and Right of Way to the Depot Site within 3 months of date of issuing the LOA	10.2.2 The Authority shall provide in writing and grant to the Operator, on going vacant access and unfettered Right of Way to the Depot Site owned by the Authority, with right to sub-license the same to its Service Provider within 3 months of date of issuing the LOA.	
90.	Volume – II	10.2.4 Pg- 39	10.2.4 The Operator hereby irrevocably appoints the Authority (acting directly or through a nominee) to be its true and lawful attorney, to execute and sign in the name of the Operator, a transfer or surrender of the license granted/ to be granted pursuant hereunder, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Operator consents to it being registered for this purpose.	Request clause to be modified as: 10.2.4 The Operator hereby irrevocably appoints the Authority (acting directly or through a nominee) to be its true and lawful attorney, to execute and sign in the name of the Operator, a transfer or surrender of the license granted/ to be granted pursuant hereunder, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Operator consents to it being registered for this purpose. It is clarified that the Operator shall not be liable to fulfil any obligations under this Agreement after such transfer or surrender of license.	As per RFP.

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91.	Volume - II	13.2 Pg- 42	The Operator agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement , the Parties agree that during the Contract Period, ownership of Buses shall remain with the Operator and the Operator shall cause all Buses to be registered in the name of the Operator and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.	Request clause to be modified as: The Operator agrees that it shall be solely responsible for procurement of Buses. The Parties agree that during the Contract Period, ownership of Buses shall remain with the Operator and the Operator shall cause all Buses to be registered in the name of the Operator and the Authority shall not exercise any right, title, or interest over any of the Buses.	As per RFP.
92.	Volume – II	13.6 Pg- 43	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. 13.6.2 In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, the Authority may recover from the Operator an amount equal to 0.01% (point zero one per cent) of the Performance Security as Damages for each and every week, or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 10% (ten per	Requesting to delete clause 13.6.2.	As per RFP.

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			cent) of the Performance Security.		
93.	Volume – II	13.7.3 Pg- 43	13.7.3 The Parties expressly agree that conducting Tests by the Authority shall not relieve or absolve the Operator of its obligations and liabilities under this Agreement in any manner whatsoever	Requesting to delete.	As per RFP.
94.	Volume – II	13.9 Pg- 44	13.9.1 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 0.1 % of the Performance Security per Bus for each day of delay for each 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 10% (percent) of the Performance Security, 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.	Penalty is onerous. Requesting to delete.	As per RFP.
95.	Volume – II	13.11 Pg-44	13.11.1 The Operator shall be liable for any damage to the Bus on account of accidents. The Operator agrees that it shall undertake repair and	Request clause to be modified as: 3.11.1 The Operator shall be liable	As per RFP.

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			rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the Authority. 13.11.2 The Operator agrees that the Authority shall not be responsible for any liability arising out of any civil or criminal proceedings instituted by affected parties, as a result of such accident of the Bus and the Operator agrees that it shall keep the Authority indemnified against any third- party claims arising from such accidents. 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.	for any damage to the Bus on account of accidents, attributable solely to the Operator. The Operator agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the Authority. Criminal Proceedings are personal in nature and TML cannot take the liability. Kindly accept.	
96.	Volume – II	13.11.4 Pg- 44	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	Requesting clause to be modified as: 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 by the Operator, the Operator shall replace such damaged Bus with a new Bus of such make and model which meets	As per RFP.

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			the Service for the remaining Contract Period.	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.	
97.	Volume – II	14.1.4 Pg- 46	14.1.4 The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Operator in conformity with the Specifications and Standards (the “Punch List”). The Operator shall, no later than 20 days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 7 days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Operator shall pay to the Authority as Damages, 0.1% (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.	Requesting to delete the highlighted part.	As per RFP.
98.	Volume – II	14.3 Pg-47	If COD does not occur within 180 days from the date of handing over of Maintenance Depot (i.e. Harinagar Depot - I, Subhash Place & Sukhdev Vihar depot), unless the delay is on account of reasons	Damages are onerous. Requesting to delete the clause	As per RFP.

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			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		
99.	Volume – II	15.1 Pg- 48	15.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of upgraded technology or additional works and services in the Buses or at the Maintenance Depots, which are not included in the Scope of the Agreement as contemplated by this Agreement (the “Change of Scope”). Any such Change of Scope shall be made in accordance with the provisions of this Article 15 and the costs thereof shall be expended by the Operator and reimbursed to it by the Authority in accordance with this Article 15.	Requesting clause to be modified as: 15.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of upgraded technology or additional works and services in the Buses or at the Maintenance Depots, which are not included in the Scope of the Agreement as contemplated by this Agreement (the “Change of Scope”). Any such Change of Scope mutually acceptable to the Parties shall be made in accordance with the provisions of this Article 15 and the costs thereof shall be expended by the Service	As per RFP.
100.	Volume – II	15.3.2 Pg- 49	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%	Requesting clause to be modified as: Notwithstanding anything to the contrary contained in Clause 15.3., all costs arising out of any Change of	As per RFP.

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			(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	Scope Order shall be borne by the Authority.	
101.	Volume – II	16.4.2 Pg-51	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.	Onerous clause. Requesting to delete or modify as under: 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 Operational Plan or without specific instructions of the Authority in relation thereof, the Authority shall give a warning notice to the Operator	As per RFP.
102.	Volume – II	16.6 Pg-52	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 Default and the Operator shall be liable to pay Damages at the rate of 0.1% of the Performance Security of per Bus.	This should not be termed as Service Provider’s Event of Default Requesting to delete the same.	As per RFP.
103.	Volume	16.6 Pg-52	16.6.3 In an unforeseen event involving unruly	Damages are Onerous. Requesting	As per RFP.

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	– II		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 of per Bus.	to delete.	
104.	Volume – II	16.9 Pg-53	16.9.2 The Authority or Authority Nominated Personnel shall, in accordance with Clause 16.9.1 above, provide Conductors for collection of ticket revenue, every day prior to commencement of operations for the day, either at the Maintenance Depot or at a specified location and on the time decided by the Authority. In the event the Conductor does not report on time or remains absent, the Operator shall immediately inform the Authority’s Representative or the representative of the Third Party engaged by the Authority, as the case may be, who shall provide a replacement.	Requesting to delete the highlighted part	As per RFP.
105.	Volume – II	17.5 Pg-56	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	Requesting to modify as below: In the event that the Operator fails to repair or rectify any defect or deficiency in a Bus, as set forth in	As per RFP.

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			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 0.01% of the Performance Security. Recovery of 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. 17.5.2 The Damages set forth in Clause 17.5.1 may be assessed and specified forthwith by the Authority; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Operator is otherwise in compliance with its Maintenance Obligations. The Operator shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.	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 send a warning Notice to the Service Provider.	
106.	Volume – II	17.6 Pg-56	17.6.1 If, in the reasonable opinion of the Authority, there exists an Emergency which warrants de-commissioning of a Bus, the Authority shall be entitled to de-commission the Bus for so long as such Emergency and the consequences thereof	Requesting below clause to be added: The de-commissioning of buses shall not reduce the Assured km as	As per RFP.

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			warrant; provided that such de- commissioning and particulars thereof shall be notified by the Authority to the Operator without any delay, and the Operator shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency. 17.6.2 The Operator shall re-commission the Bus as quickly as practicable after the circumstances leading to its de-commissioning have ceased to exist or have so abated as to enable the Operator to re-commission the Bus and shall notify the Authority of the same without any delay.	provided in this Agreement.	
107.	Volume – II	17.7 Pg-57	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 the Authority as Damages. The Parties agree that the Authority shall not in any manner be liable for	Requesting to delete highlighted part.	As per RFP.

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			any damage to, or deterioration in, a Bus occurring on account of the remedial measures taken hereunder.		
108.	Volume – II	17.8.3 Pg-57	17.8.3 In the event of a national emergency, civil commotion or any such other event, the Authority may take over the performance of any or all the rights or obligations of the Operator to the extent deemed necessary by it, and exercise such control over the Buses and Maintenance Depots or give such directions to the Operator as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. It is agreed that the Operator shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 17.8, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.	Requesting clause to be modified as: In the event of a national emergency, civil commotion, strike or any such other event, the Authority may take over the performance of any or all the rights or obligations of the Operator to the extent deemed necessary by it, and exercise such control over Maintenance Depots or give such directions to the Operator as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. It is agreed that the Operator shall comply with such instructions as the Authority may issue in pursuance of the	As per RFP.

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				provisions of this Clause 17.8, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder	
109.	Volume – II	17.9 Pg-58	Save and except as otherwise expressly provided in this Agreement, in the event that a Bus or any part thereof suffers any loss or damage during the Contract Period from any cause whatsoever, the Operator shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Bus conforms to the provisions of this Agreement.	Requesting clause to be modified as: Save and except as otherwise expressly provided in this Agreement, in the event that a Bus or any part thereof suffers any loss or damage, attributable solely to the Operator , during the Contract Period from any cause whatsoever, the Operator shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Bus conforms to the provisions of this Agreement.	As per RFP.
110.	Volume – II	17.14 Pg-60	17.14.2 The site required for each Maintenance Depot, shall be provided by the Authority to the Operator in accordance with the provisions of Article 10.	Requesting clause to be modified as: The site required for each Maintenance Depot, shall be provided by the Authority to the Service Provider in accordance with the provisions of Article10. The Authority represents it is authorized	As per RFP.

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				to provide the land to the Operator.	
111.	Volume – II	17.14 Pg-60	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 setting up and operationalising a Maintenance Depot, and if such delay exceeds 100 days, the Authority shall be entitled to terminate this Agreement forthwith.	Requesting to delete the highlighted part.	As per RFP.
112.	Volume – II	19 Pg-65	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 Authority shall be entitled to recover Damages from the Operator at the rate of	Requesting to delete the highlighted part.	As per RFP.

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			0.01% of the total Performance Security.		
113.	Volume – II	24 Pg-77	24.1.1 The Maintenance Depots shall, in accordance with the provisions of this Agreement, be transferred to the Authority upon Termination of this Agreement. The Parties expressly agree that for and in respect of the transfers hereunder, the provisions of Article 33 shall apply mutatis mutandis.	Requesting clause to be modified as: 24.1.1 The Maintenance Depots shall, in accordance with the provisions of this Agreement, be transferred by the Operator to the Authority upon Termination of this Agreement. The Parties expressly agree that for and in respect of the transfers hereunder, the provisions of Article 33 shall apply mutatis mutandis.	As per RFP.
114.	Volume – II	24 Pg-77	24.1.2 Upon transfer of Maintenance Depots hereunder, all equipment, machinery, building, structures, hardware, software and other assets comprising the Maintenance Depots shall vest in the Authority without any Encumbrance	Requesting clause to be modified as: 24.1.2 Upon transfer of Maintenance Depots hereunder, all equipment, machinery, building, structures, hardware, software and other assets not belonging to the Operator , comprising the Maintenance Depots shall vest in the Authority without any Encumbrance	As per RFP.
115.	Volume – II	25 Pg-78	The Operator shall effect and maintain at its own cost, during the Agreement Period, such insurances for such maximum sums as may be required under this Agreement, Applicable Laws, and such	Request to give clarity on the amount and nature of Insurance Ownership of Bus is with TML,	As per RFP.

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			insurances as may be necessary or prudent in accordance with Good Industry Practice. The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Operator during the Contract Period. The Operator shall procure that in each insurance policy, the Authority shall be a co-insured.	Authority cannot be made a co insurer. Request modification in the clause.	
116.	Volume – II	25 Pg-79	25.6 Waiver of subrogation All insurance policies in respect of the insurance obtained by the Operator pursuant to this Article 25 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance. 25.7 Operator’s waiver The Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery	Requesting deletion as these Clauses may not be acceptable to the Insurance Provider.	As per RFP.

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			against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Operator may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Operator pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.		
117.	Volume – II	30.4 Pg-93	Compensation payable under this Article 30 shall be in addition to, and without prejudice to, the other rights and remedies of the Parties under this Agreement including Termination thereof.	Requesting to be deleted.	As per RFP.
118.	Volume – II	31 Pg-94	Upon occurrence of an Operator Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Operator under this Agreement including the Operator’s right to receive Fee, and other payments pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (the “Suspension”). Suspension hereunder shall be effective forthwith upon issue of	Requesting clause to be modified as: Upon occurrence of an Operator Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Operator under this Agreement except the Operator’s right to receive Fee, and other payments including the	As per RFP.

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			notice by the Authority to the Operator and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice.	amount of Performance Security pursuant hereto, and receive peaceful possession of the buses and the property belonging to the Operator (b) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (the “Suspension”). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Operator and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice.	
119.	Volume – II	31 Pg-94	31.2.1 During the period of Suspension, the Authority may, at its option and at the risk and cost of the Operator, remedy and rectify the cause of Suspension. The Authority shall be entitled to make deductions from the Fee for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and for defraying the expenses on operation and maintenance of Buses.	Requesting clause to be modified as: During the period of Suspension, the Authority may, at its option and at the risk and cost of the Service Provider, remedy and rectify the cause of Suspension. The Authority shall be entitled to make deductions from the Fee for meeting the costs incurred by it for remedying and	As per RFP.

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				rectifying the cause of Suspension, and for defraying the expenses on operation and maintenance of Buses, subject to providing supporting documents evidencing the amount of expense made by the Authority.	
120.	Volume – II	31 Pg-94	31.2.2 During the period of Suspension hereunder, all assets and liabilities in relation to the operation and maintenance of Buses, including the Maintenance Depots, shall continue to vest in the Operator in accordance with the provisions of this Agreement and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Operator under and in accordance with this Agreement, shall be deemed to have been done or taken for and on behalf of the Operator and the Operator undertakes to indemnify the Authority for all costs incurred during such period. The Operator hereby licenses and sub- licenses respectively, the Authority or any other person authorised by it under Clause 31.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Operator for and in respect of operation and maintenance of Buses.	Requesting highlighted portion to be deleted. IPR rights cannot be transferred to Authority	As per RFP.
121.	Volume	32.1.1 (a) Pg-96	The Performance Security has been encashed and	Requesting to be deleted.	As per RFP.

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	– II		appropriated in accordance with Clause 9.2, and the Operator fails to replenish or provide fresh Performance Security, within a Cure Period of 30 (thirty) days		
122.	Volume – II	32.1.1 (n) Pg-97	within 90 (ninety) days of the date thereof	Requesting to be deleted.	As per RFP.
123.	Volume – II	32.2 Pg-98	32.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the “Authority Default”) unless the default has occurred as a result of any breach of this Agreement by the Operator or due to Force Majeure. The defaults referred to herein shall mean and include the following: (a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Operator; (b) the Authority has failed to make any payment to the Operator within the period specified in this Agreement; or (c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or	Requesting addition of below clauses: (d)If the Authority does not hand over the Buses and any property of the Operator to the Operator after expiry or termination of this Agreement. (e)If the Authority does not return the amount of Performance Security immediately upon termination or expiry of this Agreement to the Operator. Kindly accept.	As per RFP.

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			manifests an irrevocable intention not to be bound by this Agreement. 99 32.2.2 Without prejudice to any other right or remedy which the Operator may have under this Agreement, upon occurrence of a Authority Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.		
124.	Volume – II	32.3 Pg-99	32.3.1 Upon Termination on account of an Operator Default during the Contract Period, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to (a) 90% (ninety per cent) of the Debt Due less Insurance Cover; and (b) 70% (seventy per cent) of the amount representing the Additional Termination Payment: Provided that if any insurance claims forming part of	Requesting clause to be modified as: 32.3.1 Upon Termination on account of an Operator Default during the Contract Period, the Authority shall in addition to refunding the amount of Performance Security pay to the Operator, by way of Termination Payment, an amount equal to (a) 90% (ninety per cent) of the Debt	As per RFP.

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			the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Operator hereby acknowledges that no Termination 32.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to: (a) Debt Due; (b) 150% (one hundred and fifty per cent) of the Adjusted Equity; and [(c) 115% (one hundred and fifteen per cent) of the amount representing the Additional Termination Payment.] 32.3.5 The Operator expressly agrees that Termination Payment under this Article 32 shall constitute a full and final settlement of all claims of the Operator on account of Termination of this Agreement for any reason whatsoever and that the Operator or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.	Due less Insurance Cover; and (b) 70% (seventy per cent) of the amount representing the Additional Termination Payment: Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Operator hereby acknowledges that no Termination 32.3.2 Upon Termination on account of an Authority Default, the Authority shall in addition to refunding the amount of Performance Security, pay to the Operator, by way of Termination Payment, an amount equal to: (a) Debt Due; (b) 150% (one hundred and fifty per cent) of the Adjusted Equity; and [(c) 115% (one hundred and fifteen per cent) of the amount	

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				representing the Additional Termination Payment.] 32.3.5 The Operator expressly agrees that Termination Payment and the refund of the amount of Performance Security under this Article 32 shall constitute a full and final settlement of all claims of the Operator on account of Termination of this Agreement for any reason whatsoever and that the Operator or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.	
125.	Volume – II	32.5 Pg-100	Upon Termination for any reason whatsoever, the Authority shall: (a) take possession and control of the Buses and Maintenance Depots forthwith; (b) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;	Requesting clause to be modified as: Upon Termination for any reason whatsoever, the Authority shall: (a) take possession and control of Maintenance Depots forthwith; (b) take possession and control of all materials, stores, implements, plants and equipment on or about the	As per RFP.

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				Maintenance Depots which do not belong to the Service Provider;	
126.	Volume – II	32.6 Pg-101	Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 32.3.6, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations	Requesting clause to be modified as: Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 32.3.6, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Fees, Right to receive possession of the Buses and Operator’s property including IPR rights, if any, Right to receive refund of Performance Security, Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for	As per RFP.

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				giving effect to such rights and obligations	
127.	Volume – II	33.1 Pg-102	(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. For the avoidance of doubt, the Operator represents and warrants that the Intellectual Property shall be adequate and complete for the operation and maintenance of the Bus and shall be assigned or licensed to the Authority free of any Encumbrance;	Service Provider’s IPR shall not be transferred. Request Highlighted portion to be deleted. Requesting clause to be modified as: deliver relevant records, reports so as to enable the Authority to operate and maintain the Maintenance Depots	As per RFP.
128.	Volume – II	33.1 Pg-102	(d) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in respect of the outstanding insurance claims to the extent due and payable to the Authority	Requesting to be deleted. Insurance is in the name of the Service Provider and benefits would be payable to the Service Provider	As per RFP.
129.	Volume – II	33.1 Pg-102	(g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Operator in the	Requesting clause to be modified as: comply with all other requirements as may be prescribed or required	As per RFP.

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			Maintenance Depots and Insurance Cover , free from all Encumbrances, absolutely unto the Authority or to its nominee	under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Service Provider in the Maintenance Depots, free from all Encumbrances, absolutely unto the Authority or to its nominee	
130.	Volume – II	33.3 Pg-103	33.3.2 The Authority shall have the option to purchase or hire from the Operator at a fair market value and free from any Encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 33.1.1 and is reasonably required in connection with operation of the Maintenance Depots. For the avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.	Requesting clause to be modified as: 33.3.2 The Authority shall have the option to purchase or hire from the Operator at a fair market value acceptable to the Operator and free from any Encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 33.1.1 and is reasonably required in connection with operation of the Maintenance Depots. For the avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.	As per RFP.
131.	Volume	33.6 Pg-104	The divestment of all rights, title and interest in the	Requesting clause to be modified as:	As per RFP.

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	– II		assets specified in Clause 33.1.1 shall be deemed to be complete on the date on which all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-P (the “Vesting Certificate”), which will have the effect of constituting evidence of divestment by the Operator of all of its rights, title and interest in such assets, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Buses and Maintenance Depots on the footing that all Divestment Requirements have been complied with by the Operator	The divestment of all rights, title and interest in the Maintenance Depots specified in Clause 33.1.1 shall be deemed to be complete on the date on which all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-P (the “Vesting Certificate”), which will have the effect of constituting evidence of divestment by the Operator of all of its rights, title and interest in Maintenance Depots , and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of Maintenance Depots on the footing that all Divestment Requirements have been complied	

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				with by the Operator	
132.	Volume – II	33.7 Pg-104	33.7.1 Upon expiry of the Contract Period, the Parties shall bear and pay equally, all costs incidental to divestment of all of the rights, title and interest of the Operator in the d Maintenance Depots in favour of the Authority. 33.7.2 In the event of Termination attributable to the Operator, it shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses and Maintenance Depots in favour of the Authority upon such Termination. 33.7.3 In the event of Termination attributable to the Authority, it shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses and Maintenance Depots in favour of the Authority upon such Termination. 33.7.4 In the event of any dispute relating to matters covered by and under this Article 33, the Dispute Resolution Procedure shall apply.	Requesting reference of Buses to be deleted	As per RFP.
133.	Volume – II	34 Pg-106	34.1 Liability for defects after Termination	Buses would be taken by the Operator. Requesting entire clause to be deleted.	As per RFP.

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			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 from the Escrow Account. 34.2 Retention in Escrow Account 34.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 34.2.3, a sum equal to 10% (ten per cent) of the total Fee in respect of the		

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			Accounting Year immediately preceding the Transfer Date shall be retained by the Authority for a period of 150 (one hundred and fifty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 34.1.		
134.	Volume – II	35 Pg-108	35.1.1 Subject to Clause 35.2, this Agreement shall not be assigned by the Operator to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason. 35.1.2 Subject to the provisions of Clause 35.2, the Operator shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Operator is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.	Request clause to be modified as: 35.1.1 Subject to Clause 35.2, this Agreement shall not be assigned by the Service Provider to any person, save and except with the prior consent in writing of the Authority, which consent shall be provided in writing by the Authority to the Operator. 35.1.2 Subject to the provisions of Clause 35.2, the Service Provider shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project	As per RFP.

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				Agreement to which the Service Provider is a party except with prior consent in writing of the Authority, which consent shall be provided in writing by the Authority to the Operator.	
135.	Volume – II	37 Pg-112	37.1.1 The Operator shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority Instrumentalities and Authority owned and/or controlled entities/enterprises, (the “Authority Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Operator of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of goods and services by the Operator to the Authority or to any person or from any negligence of the Operator under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.	Requesting clause to be modified as: 37.1.1 The Operator shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority Instrumentalities and Authority owned and/or controlled entities/enterprises, (the “Authority Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Operator of any of its obligations under this Agreement or any related agreement or on account of any deficiency in the provision of services by the Operator to the Authority or to any person or from	As per RFP.

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			37.1.2 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 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.	any negligence of the Operator under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons and the same shall be liability of the Authority Indemnified Persons. 37.1.2 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 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 and/or (c) any	

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				unauthorized use of the Operator’s Intellectual Property Rights and/or (d) non compliance of laws by the Authority, 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.	
136.	Volume – II	37.2 Pg-112	37.2.2 Without limiting the generality of the provisions of this Article 37, the Operator shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or	Requesting highlighted part to be deleted	As per RFP.

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			confidentiality rights with respect to any materials, information, design or process used by the Operator or by the Operator’s Contractors in performing the Operator’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Operator shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Maintenance Depots or Buses, as the case may be, or any part thereof or comprised therein, are held to constitute an infringement and their use is permanently enjoined, the Operator shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Operator is unable to secure such licence within a reasonable time, the Operator shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that they become non-infringing.		
137.	Volume – II	37.3, Pg- 113	In the event that either Party receives a claim or demand from a third party in respect of which it is	Requesting highlighted part to be deleted	As per RFP.

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			entitled to the benefit of an indemnity under this Article 37 (the “Indemnified Party”) it shall notify the other Party (the “Indemnifying Party”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.		
138.	Volume – II	37.4, Pg- 113	37.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 37, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or	Requesting highlighted part to be deleted	As per RFP.

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			proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.		
139.	Volume – II	37.4.3 Pg-113	If the Indemnifying Party exercises its rights under Clause 37.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless: (a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party;	Requesting to Delete	As per RFP.

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			(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;		
140.	Volume – II	37.6 Pg-112	Notwithstanding anything to the contrary in this Agreement, the liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement, save and except Termination Payment, shall not exceed Rs. 300 crore (Rupees three hundred crore). For the avoidance of doubt, the limitation hereunder shall not apply to any or all liabilities in respect of third parties.	Requesting highlighted part to be deleted	As per RFP.
141.	Volume – II	38.1 Pg-116	For the purpose of this Agreement, the Operator shall have rights to the use of the Depot Sites as sole licensee, subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Depot Sites by third parties in accordance with and subject to the provisions of this Agreement.	Requesting clause to be modified as: For the purpose of this Agreement, the Operator shall have rights with rights to sub-license the Depot Sites to the use of the Depot Sites as sole licensee, subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Depot Sites by third parties in accordance with and subject to the provisions of this	As per RFP.

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				Agreement.	
142.	Volume – II	38.4 Pg-116	The Operator shall not sublicense or sublet the whole or any part of Depot Sites, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Operator to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Depot Sites.	Requesting clause to be modified as: The Operator shall not sublicense or sublet the whole or any part of Depot Sites, save and except without prior written permission from the Authority ; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Operator to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Depot Sites.	As per RFP.
143.	Volume – II	39 Pg-118	39.3.3 The arbitral tribunal shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Article 39 shall be final and binding on the Parties as from the date it is made, and the Operator and the Authority agree and undertake to carry out such Award without delay	Requesting clause to be modified as: 39.3.3 The arbitral tribunal shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Article 39 shall be final and binding on the Parties as from the date it is made, subject to either party’s right to prefer Appeal and the Operator and the Authority agree and undertake to carry out such Award without delay, subject to the	As per RFP.

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				order in Appeal, if any.	
144.	Volume – II	40.1 Pg-119	DISCLOSURE	The Disclosure as is applicable under the RTI Act will be carried out by the Authority and not by the Operator. Kindly accept.	As per RFP.
145.	Volume – II	42.2 Pg-121	Each Party unconditionally and irrevocably: (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose; (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets; (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the	Requesting to delete clause (b); (c) and (d)	As per RFP.

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			making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).		
146.	Volume – II	42.8.2 Pg-123	42.8.2 All rights and obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination; provided, however, that all obligations of the Operator in relation to licensing, sub-licensing, assignment or transfer of the specified Intellectual Property to the Authority shall survive the Termination in perpetuity	Requesting highlighted part to be deleted	As per RFP.
147.	Volume – II	42.14 Pg-124	(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery	Requesting clause to be modified as: c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered on the actual date and time of delivery, supported by an acknowledgement	As per RFP.
148.	Volume – II	Schedule D Pg-145	PERFORMANCE SECURITY_ The Bank further agrees that the Authority shall be the sole judge	Request this clause should be read as, ".....The Bank further agrees that the Authority shall not be the sole judge>>>>" Kindly accept	As per RFP.

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149.	Volume – II	Annexure I Pg-159	Entire Clause	Onerous Clause. Requesting to Delete	As per RFP.
150.	Volume - II	Annexure I Pg-161	Penalty for defects in Buses not rectified even after giving notice for 24 hours	Onerous Clause. Requesting to Delete	As per RFP.
151.	Volume – II	3.3 Pg-181	Senior Lenders shall be entitled to make direct payments to the Contractors under and in accordance with the express provisions contained in this behalf in the Financing Agreements.	Requesting clause to be modified as: , "..... Senior Lenders shall be entitled to make direct payments to the Contractors only on obtaining consent from the Operator under and in accordance with the express provisions contained in this behalf in the Financing Agreements."	As per RFP.
152.	Volume – II	4.2 Pg-182	(c) all payments and Damages certified by the Authority as due and payable to it by the Operator pursuant to the SCOM Agreement and any claims in connection with or arising out of Termination;	Requesting clause to be modified as: (c) all undisputed payments and Damages certified by the Authority as due and payable to it by the Service Provider pursuant to the SCOM Agreement and any claims in connection Requesting to add below clause: Refund of the amount of Performance Security paid by the Operator	As per RFP.
153.	Volume – II	5.5 Pg-184	The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with,	Requesting highlighted part to be deleted.	As per RFP.

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			all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank		
154.	Volume – II	Schedule P Pg-198	VESTING CERTIFICATE	This is an onerous provision. The requirements are already set forth in Article 33 (Page 102, DIVESTMENT OF RIGHTS AND INTEREST) of the Contract. Kindly accept	As per RFP.
155.	Volume – II	Vol II, Clause 3.5 of SUBSTITUTION AGREEMENT (Schedule S) Pg-205	It is hereby acknowledged by the Parties that the rights of the Lenders’ Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Operator shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders’ Representative from effecting or causing the transfer by substitution and endorsement of the Contract as requested by the Lenders’ Representative.	This is an onerous clause and hence requesting deletion.	As per RFP.
156.	Volume – II	Vol II, Clause 5.1 of SUBSTITUTION AGREEMENT (Schedule S) Pg-206	the Lenders’ Representative may by a notice in writing require the Authority to terminate the SCOM Agreement forthwith	This is an onerous clause and hence requesting deletion.	As per RFP.
157.	Volume	Clause 5.1 of	THE COMMON SEAL OF OPERATOR	The Common Seal of the Company	As per RFP.

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	– II	SUBSTITUTION AGREEMENT (Schedule S) Pg-210		cannot be taken out of the Registered Office of the Company, and for that for exeuction of the Substitution Agreement, the POA holder can sign the agreement. Kindly accept.	
158.	Volume – II	2.2 Pg- 18	(e) After completion of Contract Period, the immovable infrastructure established at various depots for charging of Electric Buses will become the property of Authority solely for its further usage by Authority. The Operator will not have any right on this immovable infrastructure after completion of Contract Period. The civil infrastructure established will become the property of Authority and the Operator will not have any right on civil Infrastructure. The Operator shall handover all the above facilities in sound and working condition and an undertaking to this effect shall be submitted.	We request authority that some residual amount may be paid by authority for the ownership of these permanent infrastructure & equipment's. Only immovable assets to be provided to the Authority at the end of the contract Kindly accept	As per RFP.
159.	Volume – II	2.2 Pg-18	(f) Of the total fleet, the Operator is expected to make 300 Nos. Electric AC buses for operations with 95% fleet availability in the morning and 90% fleet availability in the evening 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.	Requesting Authority to calculate total fleet availability of 94% for the first two year, 90% for remaining contract period. Request authority to calculate total fleet wise availability on yearly basis (“Assured Fleet Availability”).	As per RFP.
160.	Volume – II	5.2.6 Pg-26	5.2.6 Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees	We request Authority that Operator may select/ replace/ sub-contract	As per RFP.

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			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 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.	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.	
161.	Volume – II	5.9 Pg- 30	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 "and achieve integration of the Buses and Maintenance Depots with the character of the surrounding landscape through both appropriate	As per RFP.

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				design and sensitive management of all visible elements".	
162.	Volume – II	9.2 Pg- 37	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 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	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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			Condition Precedent, and in the event of the Operator not 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.		
163.	Volume – II	10.2 Pg-39	(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) entry to ISBTs upon Operator making applicable entry fee; (iv) 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 should 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 free space free of cost and not levy any charges as per clause 10.2.1 (i), (ii), (iv) in the head per year stage carrier charge @ 90000 per year and per month passenger facility charger @ 10,000 per bus respectively.	As per RFP.
164.	Volume – II	13.11 Pg- 45	13.11.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of	Request authority to give more realistic time lines, the Operator will	As per RFP.

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			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.	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.	
165.	Volume – II	15.30 Pg-49	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.	We request Authority to kindly pay the total sum for any change scope payment. Therefore, the clause conditions need to be modified as : 15.3.1 Notwithstanding anything to the contrary contained in Clause 15.3., all costs arising out of any Change of Scope Order shall be borne by the Authority in accordance with Clause 15.3.2.	As per RFP.
166.	Volume – II	16.1.1 Pg-50	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	Request Authority to kindly confirm whether electric buses required PUC certificate.	As per RFP.

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			Contract Period in accordance with Applicable Law.		
167.	Volume – II	16.4 Pg- 51	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.	Request authority that routes, frequency & schedules must be done after due discussion/ deliberation with the Operator keeping in view points like traffic, average 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 charged extra.	As per RFP.
168.	Volume – II	16.4 Pg-51	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 act should be limited to a maximum of an amount of equal to 1% of the	As per RFP.

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				total payment received by operator.	
169.	Volume – II	16.4 Pg-51	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 charged extra.	As per RFP.
170.	Volume – II	16.5 Pg-51	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 “Deployment Plan”), more particularly specified in Schedule-J.	Request authority to develop fleet deployment in consultation with Operator.	As per RFP.
171.	Volume – II	16.6 Pg- 52	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	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,	As per RFP.

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			the route after such Bus failure, failing which it will be deemed as an Operator Event of Default and the Operator shall be liable to pay Damages at the rate of 0.1% of the Performance Security of per Bus.	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.	
172.	Volume – II	16.6 Pg- 52	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 of per Bus.	Request authority to not levy any penalty for non towing of breakdown bus within 1 to 03 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, penalty percentage mentioned is very high, therefore request authority not to levy any penalty under this head with overall penalty capping of 1% of Operator revenue.	As per RFP.
173.	Volume – II	16.8 Pg- 53	16.8.1 Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot. 16.8.2 The Authority shall display advertisements on the Buses and Maintenance Depot in accordance with any instructions issued by the Authority in	Request Authority since the ownership of buses lies with Operator, the entitlement of revenue generated from the display of advertisements shall also to be remain with Operator.	As per RFP.

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			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. 16.8.3 The Operator shall at all times ensure that no part of the Buses including but not limited to the external and internal colour, body of the Buses or any part thereof are damaged due to advertisement stickers or any other form of display material. The Operator shall ensure that the advertisements are displayed in such a manner that it does not obstruct partially or completely, the visibility from inside and outside of the Buses. 16.8.4 Placement of Advertisement (a) The Authority may place the advertisement inside and outside the Buses at designated slots described, such that it does not obstruct any safety, advisory or other mandatory information; (b) The Authority may place the advertisement on the boundary wall of the Maintenance Depot or any other slot identified by the Authority. 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.	Also, since, the ownership of buses lies with Operator, right of the advertisement and their maintenance inclusive of mounting and dismounting/ removing will remain with Operator. In other words Operator shall have exclusive rights for advertisement and the revenue generating from advertisement. Otherwise obligations of Advertisement mounting, dismounting, maintenance and any damage to bus due to advertisement shall be in the scope of Authority only and operator shall not held responsible for same.	
174.	Volume	17.3 Pg- 56	17.3.4 The Operator shall maintain a sufficient	Request authority that contractor	As per RFP.

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	– II		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.	shall hand over spares and consumables to the Authority on chargeable basis.	
175.	Volume – II	17.5 Pg- 56	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 0.01% of the Performance Security. Recovery of 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.	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 pre-scribed in contract. Therefore, we request Authority to not deduct the double penalty.	As per RFP.
176.	Volume – II	17.7 Pg- 57	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	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	As per RFP.

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			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 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.	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.	
177.	Volume – II	19.4 Pg- 64	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	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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			which have failed.		
178.	Volume – II	19.5 Pg- 65	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 Authority shall be entitled to recover Damages from the Operator at the rate of 0.01% of the total Performance Security.	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 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.
179.	Volume – II	20.2 Pg- 66	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”).	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	As per RFP.

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			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).	20.2.2 & 20.2.3 shall be equal to or more than 0.35 (zero point three five).	
180.	Volume – II	20.4 Pg- 66	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 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	We request the Authority for the Punctuality factor kindly consider the cases where delay is caused due to traffic jams, morchas, change in routes, adverse weather conditions and conditions which is beyond the control of Operator and also 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.	As per RFP.

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			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 more than 90% (ninety percent) and the Arrival Punctuality shall be equal to or more than 80% (eighty percent) respectively.		
181.	Volume – II	20.5 Pg- 67	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 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	The clause is very stringent same need to confirmed with Operator and accordingly based on input pre-bid query may be asked. However, we can 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	As per RFP.

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Annexure-1 (Pre Bid Meeting dt- 23.06.2020 (Queries/Suggestions pertaining to RFP No. - DCGM/SBU/936/2020/AC))					
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			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.	or more than [90% (ninety percent)].	
182.	Volume – II	20.6 Pg- 67	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”), 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).	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 case basis) wherein accidents has happened due to reason not attributable to operator.	As per RFP.
183.	Volume – II	20.10 Pg- 68	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified	We request authority to limit the overall liability or the total liability	As per RFP.

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			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. In addition to the already existing clause, the Operator shall pay Damages as per Annex-I of Schedule – I. The Damages/penalties will be revised @5% after every Two years.	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 Project Cost during the Contract Period. The damages for failure to achieve the Key Performance Indicators shall be consolidated on a monthly basis by the Authority and shared with the Service Provider within 7 (seven) days of the end of the respective month. All such damages shall be deducted from the Service Provider monthly payment after mutual discussion.	
184.	Volume – II	22.3 Pg- 71	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.	Request Authority since it is high cost operation, the payment period need to be 15 days after submission of invoice.	As per RFP.
185.	Volume	22.4 Pg- 72	22.4.2 In the event the Authority is unable to	Request authority to kindly let us	As per RFP.

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	– II		demand from the Operator Bus Kilometres up to Annual Assured Bus Kilometre in totality for all the buses (i.e. 65,700 km X no. of buses), the Authority will pay to the Operator, in addition to the payments made for Bus Service based on invoices presented by the Operator, an amount (the “Annual Assured Payment Amount”).	know what is Annual Assured payment amount.	
186.	Volume – II	23 Pg- 74	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 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	We may request Authority that that training may be provided by operator at his in-house centres or training centres as identified by operator. Therefore, may request Authority to delete the clause 23.3.3 a & b.	As per RFP.

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			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/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.		
187.	Volume – II	28.2 Pg- 85	28.2.1 The Operator acknowledges and agrees that unless otherwise specified in this Agreement it shall, at its own cost and expense, provide or cause to be provided security within the Buses for the prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences; provided that the	Request authority for security within the Buses for the prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences, authority in consultation from state police	As per RFP.

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			Authority and the Operator may at any time mutually enter into an agreement to jointly provide security services in the Buses.	may provide the Marshal/Guard/commando in every bus free of charge.	
188.	Volume – II	34.1 Pg-106	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 from the Escrow Account.	As the ownership of buses belongs to Operator, 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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Sl. No	Subject	Clause /Page no.	Text as per RFP document		Queries submitted by the Bidder	DTC Comments	
189.	Volume – II	Annex – I Pg- 159	Annex - I		We, request Authority that there should be no addition/ deletion in any of the clause/ Sub-clause/ Annexures etc. of the contract after submission of bid. 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 "The Authority may add Incidents and Deficiencies as and when required with notice to the Operator". The most of the penalty mentioned in Annex I 15 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.	As per RFP.	
			Penalty and Fines				
			Bus Operation – Penalty shall be applied per incident				
			Sl. No.	Incidents			Fine (In Rs.)
			1	Operator not responding to more than 3 consecutive directions sent by Authority			500
			2	Driver Not stopping at Station designated as per Operating Plan unless authorized by Authority			200
			3	Driver Stopping at Station not designated as per Operating Plan unless authorized by Authority			200
			4	Changing bus route without authorization of Authority			2000
			5	Use of electronic equipment like Radio or Music system unless authorized by Authority			1000
			6	Use of Cell phone by Driver while driving			2000
			7	Driver not wearing clean uniform as Approved by Authority			100
			8	Driver in drunken state			3000
			9	Misbehaviour by driver with Authority officials			2000
			10	Causing accident due to irresponsible driving			3000
			11	Driving above speed limit set by Authority			2000
			12	Deliberate non adherence of the schedule timings including late running			1000
			13	Driver committing fatal accident			10,000 & (Operator should change the driver before next working day)
			14	Insurance Policy not in force			10,000 (liable for termination of agreement)
			15	Damage to the any vehicle tracking equipment or any Intelligent Transit Management System installed by Authority/Operator			2000
			16	Non availability of Bus as per schedule i.e. 95% availability in the morning and 90% availability in the evening			3,000 (per Bus per shift)
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							

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Sl. No	Subject	Clause /Page no.	Text as per RFP document		Queries submitted by the Bidder	DTC Comments	
190.	Volume – II	Annex – I Pg- 161	Penalty for defects in Buses not rectified even after giving notice for 24 hours			Moreover, penalties like driver not wearing clean uniform, Deliberate non adherence of the schedule timings including late running, driver not stopping at designated stop, misbehaving etc. are very subjective and may be imposed arbitrarily on operator. Also, the fine amount mentioned for non availability, deliberate non adhering timing are very high, 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. Also, we request authority to limit the overall liability of the operator under the agreement, either	As per RFP.
			Sl. No.	Incidents	Fine (In Rs.)		
			1	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	500		
			2	Fire Extinguisher missing or beyond expiry date	500		
			3	Broken/Loose/Missing Passenger Seat	500		
			4	Loose or missing handrails, roof grab rails and/or with Sharp edges	200		
			5	Visible dents more than 6” beyond 1 week on the bus exterior	200		
			6	Malfunctioning/ Broken Light in the passenger compartment	200		
			7	Placing any decorative article/religious statue or symbol or political symbol inside or outside the Bus without prior approval of the Authority	200		
			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.				

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				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 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.	

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191.	Volume – II		Penalty for defects in Buses not rectified even after giving notice for 24 hours			As per RFP.	
			Sl. No.	Incidents			Fine (In Rs.)
			1	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations			500
			2	Fire Extinguisher missing or beyond expiry date			500
			3	Broken/Loose/Missing Passenger Seat			500
			4	Loose or missing handrails, roof grab rails and/or with Sharp edges			200
			5	Visible dents more than 6" beyond 1 week on the bus exterior			200
			6	Malfunctioning/ Broken Light in the passenger compartment			200
			7	Placing any decorative article/religious statue or symbol or political symbol inside or outside the Bus without prior approval of the Authority			200
			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.							
192.			Additional 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.	As per RFP.	
193.			Additional Query		Request Authority to kindly clarify for the payment of taxes (GST).	As per applicable laws.	
194.			Additional Query		We request Authority to kindly provide incentives also for achieving Key Performance Indicators for	As per RFP.	

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				increase in performance during a month, the authority shall pay incentive equal to 0.1% of the monthly bill for achievement in any such performance indicator.	
195.	Volume - II	2.2 Pg- 18	(i)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.	Request authority to eliminate Bank gaurantee for subsidy for 5 years as already there are stringent performance penalties and also Operator shall be working after 5 years till the end of contract period. This will marginally reduce the PK fees.	As per RFP.
196.	Volume - II	2.2 Pg- 18	(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 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 30 minutes to meet the	Request Authority shall re-look into shift change timing for charging of buses to 1.5 hrs instead of 0.5 hrs. Because each route has approx. duty of ~100km. As per bus specification in tender, Bus should be running min 120 km with passengers & AC in single charge and per day total running would be 220 km. Thus charging time of 30 mins between	Please refer amendment to RFP document.

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			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 shall be insufficient and we are bound to run bus out of charge in the route. Thus it shall increase the buffer buses and shall impact the PK fees accordingly.	
197.	Volume – II	22.5.6 Pg- 72	Notwithstanding the provisions of this Clause 22.5, the Parties agree that the Operator shall be entitled to a revision in Fee in accordance with this Clause 22.5 only if (i) the price per kWh of electricity consumed for the Charging Infrastructure varies by 10% (ten percent); and (ii) the CPIIW and WPI varies by more than 4% within a period specified from the Fee Revision Date in accordance with provisions of Clause 22.5.1.	Request Authority should revise PK fees every year or two based on fixed increment. Thus eliminating revision fee entitlement condition (i) the price per kWh of electricity consumed for the Charging Infrastructure varies by 10% (ten percent); and (ii) the CPIIW and WPI varies by more than 4%.	As per RFP.
198.	Volume - II	28.2.1 Pg- 85	The Operator acknowledges and agrees that unless otherwise specified in this Agreement it shall, at its own cost and expense, provide or cause to be provided security within the Buses for the prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences; provided that the Authority and the Operator may at any time mutually enter into an agreement to jointly provide security services in the Buses.	TML shall not bear the cost and expense of providing security for bus passenger against terrorist, hijacking & sabotage. Request deletion	As per RFP.
199.	Volume – II	28.2.2 Pg- 85	The Operator shall abide by and implement any instructions of the Authority for enhancing the security within the Buses. The Operator shall not be entitled to any compensation for disruption of its	Request Authority to quantify "The Operator shall abide by and implement any instructions of the Authority for enhancing the security	As per RFP.

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			operations or loss or damage resulting from the Authority's actions or the actions of any organisation authorised by the Authority other than those resulting from wilful or grossly negligent acts or omissions of such organisation. The Authority agrees that it shall cause the relevant organisations to take such actions as reasonably deemed necessary by them, without unduly or unreasonably disrupting the operations of the Buses or interfering with the exercise of rights or fulfilment of obligations by the Operator under this Agreement. The Operator agrees that it shall extend its full support and cooperation to the Authority and to the other organisations authorised by the Authority in the discharge of their obligations thereunder.	within the Buses" at the time of tender. Any expense towards security of bus passengers, added in future, shall be borne by the authority.	
200.	Volume – II	29.2 Pg- 87	(a)act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Depot Sites);	Request to eliminate epidemic and any man-made calamity from the definition of Non political event. Because there is no compensation for non-political event.	As per RFP.
201.	Volume – II	29.2 Pg- 87	(b)strikes or boycotts (other than those involving the Operator, Contractors or their respective employees/representatives, or attributable to any	Request to eliminate strikes & boycotts other than those involving Operators & Contractors from the	As per RFP.

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			act or omission of any of them) interrupting supplies and services to the Project for a continuous period of [24 (twenty four)] hours and an aggregate period exceeding [7 (seven)] days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 29.3;	definition of Non political even because this is man-made situation and beyond the control of operator and there is no compensation for such events.	
202.	Volume – II	Annex – I Pg- 159	7 Driver not wearing clean uniform as Approved by Authority	“clean” is subjective. Requesting authority to eliminate this point.	As per RFP.
203.	Volume – II	Annex – I Pg- 159	9 Misbehaviour by driver with Authority officials	Misbehavior is subjective. Requesting Authority to replace “Misbehavior” with “unparliamentary language”.	As per RFP.
204.	Volume – II	Annex – I Pg- 159	10 Causing accident due to irresponsible driving , 13 Driver committing fatal accident	Accident could be due to other vehicles fault aswell. Requesting Authority to define mechanism by which we can put fault on the driver.	As per RFP.
205.	Volume – II	Annex – I Pg- 159	12 Deliberate non adherence of the schedule timings including late runnin	Late running can be due to traffic conditions. Request Authority to quantity“deliberate attempt” of the driver	As per RFP.
206.	Volume – II	Annex – I Pg- 159	15 Damage to the any vehicle tracking equipment or any Intelligent Transit Management System installed by Authority/Operator	Requesting the definition of damage needs to be quantity.	As per RFP.
207.	Volume – III	60 Pg- 37	60.1 The Electric Buses shall be operated with Single/Multiple Charging throughout the day depending on the solution worked out. The Buses	Authority need to share the Drawings and Auto cad copies of Proposed Depot Drawing / Plan. This	As per RFP.

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			shall be available for charging during night after completion of scheduled trips and for any opportunity/ fast charging without impacting the schedule. The Operator is required to install and operate adequate charging stations at the Depot provided by the authority so as to ensure that in case of slow charging the bus shall be charged maximum within 4 Hrs.	will help to access whether proposed 100 Buses can be accommodate in the Depot or not.	
208.	Volume – III	60 Pg- 37	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.	Authority only need to provide the Bulk Power at 11KV level. Operator will arrange further distribution up to Charger.	As per RFP.
209.	Volume – III	60 Pg- 38	60.6 The Bidder must provide details of his proposed solution in terms of charging time, charging stations requirement, space requirements, scheduling and charging plan etc.	Authority need to share the Drawings and Auto cad copies of Proposed Depot Drawing / Plan. This will help to access whether proposed 100 Buses can be accommodate in the Depot or not and plan the facility.	As per RFP.
210.			Additional Query	AS per the RFP Authority going to	As per RFP.

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				provide the following Depots Harinagar Depot – I, Sukhdev Vihar Depot and Subash Place Depot, request to share the facilities available and allotted to Operator during the Contract Period	
211.			Additional Query	Main Water Connection at one Location in Depot need to be provided by Authority	As per RFP.
212.			Additional Query	Main Drainage Connection for storm water and STP line connection need to be provided by Authority at one location in depot.	As per RFP.
213.			Additional Query	As the Depots are Existing one then Storm water connection facility must be available, Authority need to share Details of the same.	As per RFP.
214.			Additional Query	Opportunity Charging Facility apart from the depots. will be provided in terminals in between the routes or not, if provided kindly give the details for the same.	As per RFP.
215.	Volume – III	1.5 Pg - 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 shall be submitted no later than	Type Approval Certificate and Information will be submitted at the time of vehicle delivery. Request to kindly accept it	Please refer amendment to RFP document.

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			60 (sixty) days from date of LOA and including the details of make/type/model of various units like Electric propulsion system, drive motor/(s), Battery Cooling System, Traction Controller System, Battery Pack and its mounting arrangement, propeller shafts, front axle, rear axle, alternator, regulator, batteries, tyres, steering, instruments on the panel, air compressor, shock absorbers, air bellows, seats, interior/Exterior fittings, wiring harness etc.		
216.	Volume – III	2.1 Pg - 6	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	The Bus will be designed and certified as per CMVR norms for rated GVW meeting all the performance requirements. Tires fitted on the vehicle will be as per rated GVW and CMVR norms. Kindly accept	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.

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			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.		
217.	Volume – III	2.5 Pg - 6	The bus design and the buses shall meet all the statutory requirements besides the one prescribed herein and type approval certificate of compliance from the approved test agency, for the complete bus as per specifications laid herein, Bus Code and CMVR, will have to be produced. The Bus Code and type approval certification as per CMVR are to be furnished before the Proto-type bus inspection. The bus shall be designed with respect to its body and different aggregates/ systems/ sub systems to operate in city service for 12 years or 10,00,000 km whichever is earlier	For life of 12 years, refurbishments required at 10 years. Request the contract period to be of 10 years and kindly align this with CP of 10 years Kindly accept	As per RFP.
218.	Volume – III	2.6 Pg - 7	As per Article 13 of Draft Concession Agreement, 3 (three) copies of the Designs & Drawings including FEA report 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	Information including drawing and reports will be submitted at the time of proto Inspection except Proprietary Information. Kindly accept	As per RFP.

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			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		
219.	Volume – III	2.7 Pg - 7	The type approval agency's certificates 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.	Type Approval Certificate from Test Agency will be provided. Kindly accept	As per RFP.
220.	Volume – III	2.11 Pg - 8	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.	Interior noise shall meet the requirements of AIS 020 / CMVR. Kindly accept	As per RFP.
221.	Volume – III	3.1 Pg - 8	Electric propulsion system /Pure Electric Power Train would have adequate power/rating to obtain	The Bus will be designed and certified as per CMVR norms for	Please refer amendment to RFP

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			desired performance in respect of its adequacy of power, bus acceleration levels, specific power consumption, energy density, etc. Electric propulsion system to have 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 no later than 60 (sixty) days from date of LOA.	rated GVW meeting all the performance requirements. Type Approval Certificate and Information will be submitted at the time of vehicle delivery except Proprietary Information. Requesting to please consider this	document.
222.	Volume – III	3.2 Pg - 9	Performance data / curves / charge - discharge cycle curves and other details of the electric propulsion system have to be supplied during proto inspection. A detailed set of calculations indicating adequacy of said electric propulsion system for proposed urban bus be provided along with all performance parameters of selected electric propulsion system.	Information including drawing and reports will be submitted at the time of proto Inspection except Proprietary Information Requesting to please consider this	As per RFP.
223.	Volume – III	3.3 Pg - 9	The electric propulsion system and its accessories would be easily replaceable. Electric propulsion	Information including drawing and reports will be submitted at the time	As per RFP.

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			system mounting would be such as to minimize transmission of vibrations, if any, besides sustaining its loading impact to bus structure. Electric propulsion system mounting, structural design & foundation etc. would be so designed / positioned as to facilitate easy accessibility & replacement. Electric propulsion system design would be such that it would not be overheated during normal operating conditions of vehicle. An arrangement for audio- visual signal would be provided in the event of electric propulsion system and or any of its subsystems getting overheated excessively. The temperature at which signal operates would be indicated. Similar arrangement for other sub-system of electric propulsion system with their monitorable indicators be made on dashboard. The electric propulsion system would be equipped with electronic controller / management and on-board diagnostic system.	of proto Inspection except Proprietary Information Requesting to please consider this	
224.	Volume – III	3.4 Pg - 9	Electric propulsion system compartment/s would be insulated to avoid transmission of heat and noise to saloon area. This firewall would preclude or retard propagation of an electric propulsion system compartment fire into passenger compartment. Only necessary openings would be allowed in the firewall, and these would be fireproofed. Wiring may pass through only if connectors or other means	Bus will be designed and built as per CMVR / Applicable regulations meeting all the safety and regulatory aspects as per CMVR norms. CMVR compliance certificate meeting the above will be provided to the authorities. Kindly accept	As per RFP.

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			are provided to prevent or retard fire propagation through the firewall. Electric propulsion system access panels in the firewall would be fabricated of fireproof material and secured with fireproof fasteners. These panels, their fasteners, and the firewall would be constructed and reinforced to minimize warping of panels during a fire that will compromise integrity of the firewall. Bus manufacturer would provide relevant details to Authority.		
225.	Volume – III	3.7 Pg - 9	Specific power consumption of electric propulsion system in terms of kms per KW hour at AIS 039 Standard operating conditions (Indian urban operating cycle) would be ensured along with guaranteed energy consumption level (kilometres per kilowatt hour i.e. km per kwh) under GVW and the standard urban operational conditions / cycle.	Specific Power Consumption will be calculated / tested as per AIS 039 / Fame II test requirement and procedures Kindly accept	Please refer amendment to RFP document.
226.	Volume – III	3.10 Pg - 10	Details of make / model etc. of various items of electric propulsion system and its subsystems would be provided no later than 60 (sixty) days from date of LOA.	Information including drawing and reports will be submitted at the time of proto Inspection except Proprietary Information Kindly accept	Please refer amendment to RFP document.
227.	Volume – III	4.1 Pg- 10	Cooling system would efficiently dissipate heat from the electric propulsion system and its subsystems. Replacement/ maintenance of battery cooling system and its items be also easily carried out. Details of battery cooling system specifications,	Information including drawing and reports will be submitted at the time of proto Inspection except Proprietary Information Kindly accept	Please refer amendment to RFP document.

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			cooling capacity, cooling medium, repair and maintenance procedures etc. would be furnished no later than 60 (sixty) days from date of LOA.		
228.	Volume – III	5.3 Pg -10	Details of make / model etc. of various items of traction Controller System would be provided no later than 60 (sixty) days from date of LOA.	Information including drawing and reports will be submitted at the time of proto Inspection except Proprietary Information Kindly accept	Please refer amendment to RFP document.
229.	Volume – III	7.2 Pg - 11	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 simultaneously. The reference point of measurement of kneeling shall be the center line of exit & entrance at bus floor level under unladen condition.	Kneeling would not be provided. Kindly accept it. 12 m low Floor bus will be provided which will be similar to current TML DTC bus running in Delhi	As per RFP.
230.	Volume – III	10.2 Pg -11	Suitable guards/ Spray suppression system to be provided near wheels to prevent damage/ for obtaining safety from stones hurled from tyres.	Will be provided as per OEM Design. Kindly accept	As per RFP.
231.	Volume – III	10.3 Pg - 11	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	Will be provided as per OEM Design. Kindly accept	Please refer amendment to RFP document.

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			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 protect bus equipment.		
232.	Volume – III	11.2 Pg - 12	The bus would be driven by a single heavy-duty rear axle of proven design, adequate capacity to take care of maximum GVW & crush loading expected during life span of bus of minimum 12 years or 10,00,000 Kms. whichever is later. Transfer of gear noise to bus interior would be minimized. Lubricant drain plug would be magnetic type, external hex head. If a planetary gear design is employed, oil level in the planetary gears would be easily checked through plug or sight gauge.	Life of axle is 10 years. For life of 12 years, refurbishments required at 10 years. Request the contract period to be of 10 years and kindly align this with Contract Period of 10 years Kindly accept	As per RFP.
233.	Volume – III	12.2 Pg - 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	140 Km on single charge will be met as per the test procedure of AIS 040 and 120 Km range in Single Charge with	Please refer amendment to RFP document.

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			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 30 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 30 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 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,	A.C on and GVW condition will be met as per Fame II Test Requirement Request the Opportunity time of minimum 60-75 minutes should be provided during shift change. Specific Density should be left to the OEM Descretion and should not be mandated. Kindly accept	

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			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		
234.	Volume – III	12.3 Pg - 13	Battery packs and other components of electrically propelled vehicles should conform to applicable AIS / BIS standards or International Specs / standards in absence of AIS /BIS specs. Battery packs and other components / units of Electric Propulsion system should have been tested and certified to conform to said standards not more than six months prior to fitment on buses. Detailed drawing indicating location and mounting details of Battery packs /and other sub-systems of Electric Propulsion system be provided no later than 60 (sixty) days from date of LOA.	Batteries would be tested and certified as per prevailing CMVR standards. Battery packs & other Electric Propulsion systems are tested & certified only once by authorised test agencies for compliance. Only a major change in design aspect or specification calls for a re- testing. Hence, this requirement should be deleted as we are using proven & validated systems.	Please refer amendment to RFP document.
235.	Volume – III	12.4 Pg- 13	Make, model, capacity, etc. of each Battery packs and the number of such Battery packs fitted, be submitted no later than 60 (sixty) days from date of LOA. Similar details be also submitted for traction controller and other subsystems of the Electric Propulsion system.	Information including drawing and reports will be submitted at the time of proto Inspection except Proprietary Information Kindly accept	Please refer amendment to RFP document.
236.	Volume – III	13.1 Pg- 13	The under frame and super structure would be suitably designed to carry dense crush load of over	The Bus will be designed and certified as per CMVR norms for	The Type-1 bus shall meet design for sitting

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			100 passengers (assuming an average weight of 68 kg per passenger and hand luggage of 7kgs each) consisting of seated and standee passengers, the superstructure of steel tubing, bus tare weight, all other fitments such as AC system, etc. and meet performance requirements under various loads indicated earlier. The structure would be designed to withstand the transit service conditions of operation throughout its service life.	rated GVW meeting all the performance requirements. Kindly accept	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.
237.	Volume – III	36.1 Pg - 23	Alphanumeric Dual Display Technology Amber colour LED destination board system (LDBS) for electronic route display in English and Hindi of high intensity illumination with automatic brightness control shall be installed at the front, rear and side of bus with GPS triggered next bus stop announcement in the bus and display on internal display board in compliance to the IS 16490:2016 or latest. The inside display board shall be provided behind the driver’s partition. The system should be compatible with GPS. Fitment of destination boards shall be as per clause 2.2.15 of AIS 052(Revision 1) in terms of requirements under AIS 153.	1. Alphanumeric amber color LED destination board with automatic brightness control are available. 2. LED destination board are of Single side display type and not Dual side display technology. Kindly accept	As per RFP.

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238.	Volume – III	36.2 Pg - 23	The display of text at front, rear and side destination boards should be possible in fixed, scrolling & alternate mode type in Hindi & English alternatively along with fixed route number in Arabic numerals. Simultaneously the route number and destinations shall be announced so as to make audible to the passengers on the bus stop. Loudspeakers integrated with the display system be fitted one at the front gate and another speaker at the rear gate especially for the persons with disabilities. The destination boards shall be compatible with Global Positioning System (GPS).	1. Bus stops, announcement based on GPS data will be happen in the internal display board along with internal speaker by ITS controller. 2. External display board are used to display route no. 3. GPS is an integral part of SCU(Single control unit) Requesting to please consider these	As per RFP.
239.	Volume – III	36.3 Pg - 23	The inside display board shall be fitted just behind the driver partition. There shall be display of name of approaching bus stops in Hindi, English alternatively with announcement system. The system should be able to store on board up to 100 messages of 50 characters each on an average. The messages should be capable of rolling, flashing (fully or selectively) in Hindi/English symbols as per pre-programmed system. The message shall be visible to the all passengers standing/ sitting at the last seat of the bus. The illumination system will be of module display type. Present and next stops details shall be highlighted with flashing in modern commuter-friendly in Amber colour. The system shall be GPS compatible and should be able to	1 ITS will provide Alphanumeric Amber color LED based electronic route display system. It won't highlight the texts. 2 Approaching, current and next Bus stops will be display on internal destination board. 3 50 characters for English and 30 characters for Hindi are possible. 4 communication protocol need to be share in advance Requesting to please consider these	As per RFP.

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			display information of pre-recorded names of approaching bus stops in auto mode activated through GPS feed through port in controller on open standard protocol. The display system shall have the provision of flashing/ highlighting information in pre-programmed mode and through an intervention by the driver/ conductor. Adequate volume with noise free integrated voice announcement system so as to be heard by the bus commuters shall be fitted - one at the front (behind the driver alongwith LED display) and one at the rear side-inside.		
240.	Volume – III	36.4 Pg - 23	The system shall have a programming for minimum 150 numbers of routes and 300 numbers of destinations. Further the system shall also have a programming for minimum 150 nos. of bus stops on each route. There shall be provision for feeding more destinations options against one route number. The operation of the system by the drivers shall be made on the dashboard or near to it. There shall be single point near dashboard for changing programme	TML shall provide the basic layout of circuit and wiring only. Addition technical details internal to the system like Circuit details can't be shared. Requesting to please consider this	As per RFP.
241.	Volume – III	36.5 Pg - 24	The updation of route master and sound files with indexing should be possible through transmission from control room over the air using GPRS and through additional port in the controller as well.	1. Available but Communication protocol need to be share in advance. 2. Routes and audio files need to be shared. 3.Addition of route master updation	As per RFP.

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				should be in scope of STU 4.Necessary hardware and provision shall be provided by bidder Kindly accept	
242.	Volume – III	37.1 Pg - 24	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 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	1. ITS consist SCU, BDC and PIS, internal camera and reverse camera. announcement. 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 can 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. Requesting to please consider these	As per RFP.

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243.	Volume – III	37.2 Pg - 24	The bus should have 3 (Three) internal and one reverse surveillance IP based CCTV camera and Bus Driver Display Screen to telecast the output from each of the camera in a systematic manner, as per the aforementioned specification. The certificate of compliance (Type Approval Certificate) shall be submitted at the time of inspection of prototype from approved test agency under CMVR. In case of said items do not cover Under Type Approval Certification to be issued by Testing Agency as per CMVR, these items be got approved one time from the testing authority as per the specified standards/specifications. The architect to be finalized by the Authority at the time of Prototype”.	1. 3 internal IP based CCTV camera will be provided 2. Reverse camera will be analog only. It is beneficial to use analog camera over IP camera for reverse view because of reasons mentioned below: A.IP camera takes more time to wake up and display clear image. B.There is time latency in real time view captured by IP camera Request to please consider these	Please refer amendment to RFP document.
244.	Volume – III	37.3 Pg - 24	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).Vehicle Tracking System: To carry out on line vehicle tracking there shall be tracking device	Separate AIS 140 box will be provided for AIS 140 requirement	As per RFP.
245.	Volume – III	37.4 Pg -24	The on-board equipment shall be tamperproof and theft proof	ITS controller only will be tamper proof only and not theft proof. Separate compartment would be provided for controller though.	As per RFP.

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246.	Volume – III	37.6 Pg - 25	The common minimum requirement to VHMD parameters will be-SOC level, Motor Speed in RPM, Vehicle Speed.	1.ITS will provide VHMD as per UBS2 mandatory parameters list. 2. Only safety related parameters like battery temperature would be relayed on VHMD Request to please consider these	As per RFP.
247.	Volume – III	37.7 Pg - 25	Reverse parking digital camera of rearward vision shall be provided along with display on screen mounted on or near dash board. The system shall comply with provisions of AIS 145. This indirect vision system shall get activated upon Bus reversing position. It should give audio warning on reaching the critical distance available for reverse parking.	1 Reverse analog camera will be provided 2. Reverse view can be seen with reverse gear engage. 3.ITS is not AIS 145 compliance. AIS 145 compliant RPASS will be integratede with ITS to provide audio warning signals. Request to please consider these	As per RFP.
248.	Volume – III	37.8 Pg - 25	The main hardware will inter alia include the following: o Front LED Display o Rear LED Display o Side LED Display o Internal LED Display with Integrated/Synchronized Voice Announcement System o Amplifier, Speakers o ITS Controller with Display o GPS Device (Automatic Tracking Device) with Emergency Button (s)	There is no external amplifier in ITS, it will be part of SCU only. Four internal speakers will be available for announcement. ITS system has 256GB SSD to store video recordings, can be extended upto 1TB ITS controller is inbuilt with GPS module and emergency button can be possible to integrate.	As per RFP.

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			- o Power and Communication Harness - o Bus Driver Display Console 7” TFT- Screen in front of driver (including reverse view) - o Three Surveillance Cameras to monitor bus interiors (doors, driver zone, ticketing zone etc.) and one reverse Parking Digital Camera. - o Digital video recorder mNVR) with Hard Disk 1TB-SSD(Output telecast from each Camera)	Separate AIS 140 compliance device (s) with Panic button will be provided for AIS 140 compliance 8" display with touch screen is available which is better. Reverse camera will be analog only. It is beneficial to use analog camera over IP camera for reverse view because of reasons mentioned below: A.IP camera takes more time to wake up and display clear image. B.There is time latency in real time view captured by IP camera ITS system has 256GB SSD to store video recordings, can be extended upto 1TB Request to please consider these	
249.	Volume – III	38.1 Pg- 25	The bus shall be provided with front and rear bumpers of FRP moulded in three piece constructions. The bumper shall be easily repairable/ replaceable. The bumpers shall conform to the requirements of CMVR. AIS-052, National/ international standard.	Single Piece Bumper also should be allowed	Please refer amendment to RFP document.
250.	Volume	42.2 Pg -26	In addition FDSS has to be provided as per AIS135 or	AIS 153 is not applicable to Electric	As per RFP.

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	– III		as per applicable standards.	buses as per CMVR , hence request to make this optional	
251.	Volume – III	45.2 Pg - 27	In the later case at 1. Battery terminals, if batteries provided, with positive locking system (e.g. angle type terminal with provision for double bolting) duly protected against all possible short circuit risk would be provided	Round type terminals should be allowed. Request to please consider this	As per RFP.
252.	Volume – III	45.4 Pg - 27	A relay controlled Heavy-duty type battery/supply cut-off switch (isolator switch) capable of carrying & interrupting total circuit load would be provided as per OEM design. Tentatively 1 each near battery/supply system and near driver for disconnecting all battery positives/supply system except for safety devices such as fire suppression system & other systems as specified. Two points of battery/supply cut off switch would be connected with battery/supply source and two points would be connected with self-starter. The battery/supply Cut-off switch with power plant operating, would not damage any components of electrical system in off position. The battery / power supply Cut-off switch would be capable of carrying & interrupting the total circuit load.	FDSS is not applicable to Electric buses. Request to remove.	As per RFP.
253.	Volume	48.3 Pg - 29	Details of specifications of Battery / power supply	Information including drawing and	Please refer

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	– III		sources for vehicle auxiliary systems / air conditioning etc., the starting mechanism, if any, along with circuit diagrams would be furnished by the manufacture no later than 60 (sixty) days from date of LOA	reports will be submitted at the time of proto Inspection except Proprietary Information Request to please consider this	amendment to RFP document.
254.	Volume – III	48.5 Pg - 30	Bus manufacturer would provide a certificate of testing/estimation of electrical load for each system	Information including drawing and reports will be submitted at the time of proto Inspection except Proprietary Information Request to please consider this	As per RFP.
255.	Volume – III	48.9 Pg - 30	To the extent practicable, wiring would not be located in environmentally exposed locations under the vehicle. Wiring & electrical equipment necessarily located under the vehicle would be insulated from water, heat, corrosion & mechanical damage. Where feasible front to rear electrical harnesses should be installed above the window line of vehicle.	Wiring harnesses would be mounted under the chassis for front to rear routing. Adequate mounting and protection would be provided against water, heat and corrosion. Request to please consider this	As per RFP.
256.	Volume – III	48.11 Pg - 31	Separate additional out-lets, as required in Bus Code, are to be provided with appropriate relays & fuses in wiring harness for fitment of electrical auxiliary devices/ systems to be added later on in buses, if required. USB type charger will be provided for charging electrical equipment.	Outlets would be provided for bus body manufacturer to power auxiliary bus systems. Requirement of USB type charger and location to be confirmed by authority. Request to please consider this	Please refer amendment to RFP document.
257.	Volume – III	49.14 Pg - 31	Electrical fittings shall not be mounted on both front and rear bumpers	Front head lamps, fog lamps would be mounted on front bumper.	Please refer amendment to RFP

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				Reverse parking assistance (RPAS) sensors and wiring harness would be mounted in rear bumper. Requesting to please consider this	document.
258.	Volume – III	55.2 Pg - 34	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 shall be submitted no later than 60 (sixty) days from date of LOA including the details of make/type/model of various units like Electric propulsion system, drive motor/(s), Battery Cooling System, Traction Controller System, Battery Pack and its mounting arrangement, propeller shafts, front axle, rear axle, alternator, regulator, batteries, tyres, steering, instruments on the panel, air compressor, shock absorbers, air bellows, seats, interior/Exterior fittings, wiring harness etc. It would be bidder's responsibility to provide the tender specifications to the agency while seeking Type Approval certificate. 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	Information including drawing and reports will be submitted at the time of proto Inspection except Proprietary Information	Please refer amendment to RFP document.

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259.	Volume – III	58.3 Pg -36	The bus shall be provided with aesthetically roof mounted Air-conditioning system (i.e. evaporator and condenser unit) at the rear of the centre of the bus driven by Electric propulsion system conforming to Indian/International standards. The system shall be so mounted to facilitate ease of access for repair & maintenance. Proper care shall be taken for insulating the system for optimum efficiency. Proper AC ducting shall be installed inside saloon for uniform distribution of air-conditioned flow. Air conditioning system shall be CFC free.	Location of AC unit on roof as per OEM design so as to meet packaging requirements. AC would meet cool down requirements as per CMVR regulations.	Please refer amendment to RFP document.
260.	Volume – III	58.5 Pg - 35	Automatic Electronic temperature control arrangement shall be provided for AC system	Automatic HVAC not provided. Seeting for AC would need to be done through console in driver area. Kindly accept	As per RFP.
261.	Volume – III	58.7 Pg - 35	A high output two speed demister shall also be fitted in the driver's cabin	Demister not provided in drivers cabin. Requesting more details	As per RFP.
262.	Volume – III	58.8 Pg - 35	A suitable & proper AC ducting shall be provided for the centralized air conditioning as per recommendations for the AC unit for effective and smooth airflow to cover the entire saloon area with proper insulation and jointing to the condenser and evaporator units to minimize/ eliminate chances of any leakage	The A.C system design and installation will be as per OEM meeting all the performance requirement.	As per RFP.
263.	Volume	59.1 Pg- 36	Specifications related to Fire Detection and	AIS 153 is not applicable to Electric	As per RFP.

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	– III		Suppression System (FDSS) General Requirements.	buses as per CMVR , hence request to make this optional	
264.	Volume – III	59.11 Pg- 36	All the statutory requirements regarding the fire protection must be fulfilled	AIS 153 is not applicable to Electric buses as per CMVR , hence request to make this optional	As per RFP.
265.	Volume – III	37.8 Pg- 25	Amplifier, Speakers	There is no external amplifier in ITS, it will be part of SCU only. Four internal speakers will be available for announcement. Request to please consider this	As per RFP.
266.	Volume – III	37.8 Pg- 25	GPS Device (Automatic Tracking Device) with Emergency Button (s)	ITS controller is inbuilt with GPS module and emergency button can be possible to integrate. Separate AIS 140 compliance device (s) with Panic button will be provided for AIS 140 compliance. Request to please consider this	As per RFP.
267.	Volume – III	37.8 Pg- 25	Bus Driver Display Console 7” TFT- Screen in front of driver (including reverse view)	8" display with touch screen is available which is better. Request to please consider this	As per RFP.
268.	Volume – III	37.8 Pg- 25	Three Surveillance Cameras to monitor bus interiors (doors, driver zone, ticketing zone etc.) and one no. Reverse parking digital camera	Reverse camera will be analog only. It is beneficial to use analog camera over IP camera for reverse view because of reasons mentioned below: A.IP camera takes more time to	As per RFP.

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				wake up and display clear image. B. There is time latency in real time view captured by IP camera Request to please consider this	
269.	Volume – III	37.8 Pg- 25	Digital video recorder mNVR) with Hard Disk 1TB - SSD (Output telecast from each Camera	ITS system has 256GB SSD to store video recordings, can be extended upto 1TB Request to please consider this	As per RFP.
270.	Volume – III	Annexure – 1 Pg- 46	LED Destination Board System (LDBS) - Alphanumeric Dual Display Technology Amber colour LED destination board system (LDBS) with GPS compatible for electronic route display in English and Hindi of high intensity illumination with automatic brightness control. Fitment of Destination Boards shall be as per clause 2.2.15 of AIS-052 (Rev.1) in terms of requirements under AIS 153.	LED destination board are of Single side display type and not Dual side display technology. Request to please consider this	As per RFP.
271.	Volume – III	Annexure - 1 Pg- 46	Specifications for Intelligent Transport System (I.T.S.) - Integrated GPS device for Automatic Vehicle Location System (with compliance of AIS 140 with emergency buttons 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 as per IS 16833:2018: CCTV system with integrated	ITS will be BIS and UBS 2 compliance. Separate AIS 140 box will be provided for AIS 140 requirement Request to please consider this	As per RFP.

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			emergency System or minimum specifications as per Annexure -2, whichever is superior shall be complied (Item-wise compliance to be given by Bidder as per Appendix to Proforma B) . 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.		
272.	Volume – III	Annexure - 2 A.4 Pg- 50	Specification and Compliance of IP camera - The IP camera shall have 1/3” CCD or 1/3" CMOS progressive scan image sensor.	The IP camera shall have 1/2.8" CCD which is better than 1/3" Request to please consider this	As per RFP.
273.	Volume – III	Annexure - 2 A.5 Pg- 50	The IP camera shall support H.265, H.264, MPEG-4 and M-JPEG Video Compression.	IP camera shall support, H.264 Video Compression. Request to please consider this	As per RFP.
274.	Volume – III	Annexure - 2 A.6 Pg- 50	The IP camera shall support G.711 or G.726 Audio Compression	Only videos will be stored not audio. Request to please consider this	As per RFP.
275.	Volume – III	Annexure - 2 A.10 Pg- 51	The IP camera shall have built-in infrared LEDs with range of minimum 10 m, Auto Day/Night.	Yes , upto 20m Request to please consider this	As per RFP.
276.	Volume – III	Annexure - 2 A.12 Pg- 51	The IP camera shall have either built-in microphone or separate microphone	IP camera does not have inbuilt microphone. Separate microphone will be provided for announcement only. Request to please consider this	As per RFP.
277.	Volume – III	Annexure - 2 A.15 Pg-51	The IP camera shall support automatic motion detection, Camera Tamper alerts	Motion Detection Not Supported. Alerts on Camera Disconnection can be provided	As per RFP.

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				Request to please consider this	
278.	Volume – III	Annexure - 2 A.20 Pg- 51	The IP camera shall support below mention streaming methods: Unicast, Multicast	Can be supported, Requesting more details	As per RFP.
279.	Volume – III	Annexure - 2 B.5 Pg- 52	Specification and compliance of Mobile NVR - The mNVR shall support H.265 and H.264 video compression standards.	ITS will support H.264 video compression standards. Request to please consider this	As per RFP.
280.	Volume – III	B.6 Pg- 52	The mNVR shall support G.711 or G.726 audio compression standards.	No audio support. Request to please consider this	As per RFP.
281.	Volume – III	Annexure - 2 B.10 Pg- 52	The mNVR shall have a minimum of four input (NO/NC) and two output alarm sensors.	Alarms will not be supported. Requesting more clarity	As per RFP.
282.	Volume – III	Annexure - 2 B.11 Pg- 52	The mNVR shall have storage of 1 TB, solid state drive (SSD) with suitable anti-vibration mechanism storage to be pluggable and easily removable, secure and protected by lock for vehicles	ITS system has 256GB SSD to store video recordings, can be extended upto 1TB. Request to please consider this	As per RFP.
283.	Volume – III	Annexure - 2 B.16 Pg- 53	The mNVR shall have network/communication interfaces as: LAN – 1 RJ45 interface (in addition to the camera ports), and	1.ITS has total 4 LAN ports. 3 ports will be used for camera interface. 2.One additional port is available	As per RFP.
284.	Volume – III	Annexure - 2 B.17 Pg- 53	Support embedded SIM/UICC (As per GSMA guidelines / DoT (TEC) guidelines) to cater to the automotive operational requirement such as vibration, temperature and humidity and provide long life span with at least 10 years life and more than 1 million read/write cycles.	ESIM can be provided. But in case of Embedded Sim, 2 way calling cannot be supported as it doesn't support for 2 way calling Request to please consider this Scope of eSIM (TML or DTC) need to be finalized in advance. Also need to	As per RFP.

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				confirm on who is going to finalize its profile.	
285.	Volume – III	Annexure - 2 B.20 Pg- 53	It will provide the following additional information: GPS data via RS 232/Ethernet to other on-bus devices, and Receive route number information from other on-board devices and transmit to back end. It will support transmission mode.	This can be possible. Requesting more details.	As per RFP.
286.	Volume – III	Annexure - 2 B.21 Pg- 53	Always –On, turned ‘On’ by: Emergency button, or SMS or telephone or alerts from I/O.	Requesting more details.	As per RFP.
287.	Volume – III	Annexure - 2 B.26 Pg- 54	The mNVR shall have tamper-proof watermark.	Requesting more details.	As per RFP.
288.	Volume – III	Annexure - 2 B.27.b Pg- 54	The mNVR video over-written to be configurable to support: Event tagged recording not to be overwritten for a longer period (7 to 30days, configurable).	Available memory is 256GB to store video recordings, where data storage depends on data capturing frequency, camera type/resolution and No of hours operation per day. Based on that no. of days can be confirmed Request to please consider this	As per RFP.
289.	Volume – III	Annexure - 2 B.29 Pg- 54	The mNVR shall have LED indicators for power, recording, network.	Soft indications will be provided through software can be shown using BDC Request to please consider this	As per RFP.
290.	Volume – III	Annexure - 2 B.30.a Pg- 54	Capable of sending health parameters (cameras not-functioning, cameras tamper, storage error, storage full, video loss, camera cover) at specified frequency	Health parameters will be sent as per UBS2 only. Request to please consider this	As per RFP.

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			to the server		
291.	Volume – III	Annexure - 2 B.30.b Pg- 54	Capable of sending images, video and snapshot (of configurable resolution, (1080p, 720p, 4CIF, CIF, 2CIF, QCIF) from each camera to the server at specified frequency (configurable).	ITS will support event based video streaming. Request to please consider this	As per RFP.
292.	Volume – III	Annexure - 2 B.32 Pg- 55	The system shall support independently configuration of motion detection zones for each camera	Motion Detection will not supported. Request to please consider this	As per RFP.
293.	Volume – III	Annexure - 2 B.34 Pg- 55	The mNVR should provide video and audio download facility for the desired date/time and duration. It should be possible to connect a laptop to mNVR through network cable on RJ45 port and open mNVR’ s user interface in a standard browser using a standard URL such as http://dvr with no/minimum configuration requirement of the laptop’s network settings.	The mNVR will not provide audio download facility for the desired date/time and duration.	As per RFP.
294.	Volume – III	Annexure - 2 B.36.a Pg- 55	In normal situation, the mNVR will send system health status data and images from cameras to the backend server, at configurable frequency over 4G/LTE network. On press of an emergency button, the mNVR will automatically send the video from cameras to the backend server over 4G/LTE at configurable frame rate and configurable resolution.	Health parameters will be as per UBS 2 regulations.	As per RFP.
295.	Volume – III	Annexure - 2 B.39 Pg-56	The system shall have feature of location on demand on minimum 3G and configurable backup SMS facility in case of 4G/LTE//3G/GPRS failure.	Can be provided. Requesting more details	As per RFP.

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296.	Volume – III	Annexure - 2 B.52 Pg- 57	Support external SD card for backup	SD card supported.USB is provided for backup Kindly accept	As per RFP.
297.	Volume – III	Annexure - 2 C.1 Pg-57	Material: Enclosure: Sheet steel - Note: Door: Sheet steel, all-round foamed-in PU seal Surface finish: Enclosure and door: Dipcoat primed, powder-coated on the outside, textured paint Mounting plate:Zinc-plated Dust & water protection:IP 66 IK Code:IK08 Supply Includes: Enclosure with hinged door(s) with lock mechanism, of all-round solid construction Gland plate(s) in enclosure base Mounting plate Material Thickness:Enclosure: 1.38 mm Door: 1.75 mm Mounting plate: 2.5 mm General:Suitable for proposed mNVR providing temper proof, shock proof, vibration proof and fire proof enclosure	1.mNVR/SCU with IP 65 rating will be provided. 2. Separate enclosure is not available over SCU. Need more clarity on enclosure whether its SCU or separate enclosure. 3. Requesting more details for closure on the specification mentioned. Request to please consider this	As per RFP.
298.	Volume – III	Annexure – 2 E.1 Pg- 59	Specification and compliance of Display (7”) - Minimum 7" TFT LCD with arrow keys and number buttons	8" TFT LCD with touch screen for user input. Number buttons are not available. Soft buttons on screen will be available on screen.	As per RFP.

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				Request to please consider this	
299.	Volume – III	Annexure - 2 E.2 Pg- 59	Luminance:400cd/m2	Yes; will provide better, 1000 cd/m2 Request to please consider this	As per RFP.
300.	Volume – III	Annexure - 2 E.3 Pg- 59	Viewing angle:70/70/50/70 (L/R/U/D)	Yes,will provide better 75/75/75/75 Request to please consider this	As per RFP.
301.	Volume – III	Annexure - 2 E.6 Pg- 60	Video Inputs - Two (compatible with the proposed mNVR)	Only one video input- compatible with mNVR. Requesting more Clarity	As per RFP.
302.	Volume – III	Annexure - 2 E.7 Pg-60	Functionality-Live view and play back	This is backend functionality Request to please consider this	As per RFP.
303.	Volume – III	2.1 Pg- 6	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	1) 4x12 Type-I Bus will be offered 35PMS+WC+D With front 1200mm and middle 1200mm door apperture Kindly accept.	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.

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			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.		
304.	Volume – III	10.3 Pg- 11	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 protect bus equipment	Mud flap will be provided Kindly accept.	Please refer amendment to RFP document.
305.	Volume – III	14.1 Pg- 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	Front & Rear = FRP stretch panel = GI, Interior roof & side panel = Aluma Sheets/ ABS window pillar = ABS Skirt panel = Aluminum	As per RFP.

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			interior panelling would be of Acrylonitrile Butadiene Styrene (ABS) conforming to relevant National or International Standards	Kindly accept.	
306.	Volume – III	14.6 Pg- 15	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.	Due to pasted glass rain gutter will not be provided & Canopy will be provided on door. Kindly Accept	As per RFP.
307.	Volume – III	17.18 Pg- 17	All the handles shall match to the decor of its fitment location or shall be chrome plated	Powder coated handle will be provided as per AIS-052 Kindly accept.	As per RFP.
308.	Volume – III	32.1 Pg- 22	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 but would not allow a visible light transmittance in excess of 10%. Visors where deployed would be effective in driver’s field of view	Flap type Sun-wiser will be provided for driver only Kindly accept.	As per RFP.

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			at angles more than 5o above horizontal		
309.	Volume – III	38.1 Pg- 25	The bus shall be provided with front and rear bumpers of FRP moulded in three piece constructions. The bumper shall be easily repairable/ replaceable. The bumpers shall conform to the requirements of CMVR. AIS-052, National/ international standard.	Single pice bumper will be provided & integrated with front face Kindly accept.	Please refer amendment to RFP document.
310.	Volume – III	40 Pg- 25	Windscreen glasses shall meet the 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.	Front = 7.76 mm Rear = 4mm will be provided Kindly accept.	As per RFP.
311.	Volume – III	42.1 Pg- 26	Multipurpose dry powder type (Stored pressure),	6 + 4 kgs Fire extinguishers will be	Please refer amendment to RFP

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			duly filled fire extinguishers conforming to BIS: 13849-1993 or latest, 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.	provided Kindly accept.	document.
312.	Volume - III	29 Pg- 26	First aid kit complete with items, medicines, bandages etc. would be provided as per provisions of CMVR fitted near driver seat at appropriate position and level on side with proper reinforcement.	First Aid Kit will be provided without medicine Kindly accept.	As per RFP.
313.	Volume - III	Point 3, Annexure 1 Deviations Gradability Pg-39	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%,	17% Gradeability will be met in Rated GVW condition. Kindly accept.	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-

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					052. Gradability (stand-start) – 17% minimum as per RFP.
314.	Volume - III	Point 6, Annexure 1 Deviations Type approval of bus Pg-39	In accordance to the Tender specifications and requirement of the testing agency Complete Type approval of bus including all test reports carried out by the testing agency and the details of make/type/model of various units like Electric propulsion system, Battery Cooling System, Traction Controller System, Battery Pack, propeller shafts, front axle, rear axle, alternator, regulator, batteries, tyres, steering, instruments on the panel, air compressor, shock absorbers, air bellows etc. shall be submitted no later than 60 (sixty) days from date of LOA.	Certificates shall be provided at the time of delivery. Kindly accept.	Please refer amendment to RFP document.
315.	Volume - III	Point 7, Annexure 1 Deviations Pro-type Designs & Drawings submission Pg-40	As per Article 13 of Draft Concession Agreement, 3 (three) copies of the Designs & Drawings including FEA report from approved test agency of the prototype shall be submitted for review & acceptance of the same, no later than 60 (sixty) days from date of LOA.	Information will be submitted at the time of proto Inspection except properly Information. Kindly accept.	Please refer amendment to RFP document.
316.	Volume - III	Point 9, Annexure 1 Deviations	General appearance, seating layout, Main dimension of bus i.e. overall length, overall width, overall height, saloon height, pillar to pillar distance,	Information will be submitted at the time of proto Inspection except properly Information.	Please refer amendment to RFP document.

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		General Drawings for Inspection Purpose Pg-40	seat pitch, number of seats (excluding seat for the driver) etc. shall be provided no later than 60 (sixty) days from date of LOA.	Kindly accept.	
317.	Volume - III	Point 10, Annexure 1 Deviations Interior noise Pg-40	Shall not be more than 80dba	As per CMVR norms Kindly accept.	As per RFP.
318.	Volume - III	Point 27, Annexure 1 Deviations Slow Charging Pg-42	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.	140 Km on single charge will be met as per the test procedure of AIS 040 and 120 Km range in Single Charge with A.C on and GVW condition will be met as per Fame II Test Requirement Kindly accept.	As per RFP.
319.	Volume - III	Point 32, Annexure 1 Deviations Specific density of Battery Pg-42	Minimum 70 Wh/kg.	This parameter should left to OEM Descretion and should not be mandated.Kindly accept.	As per RFP.
320.	Volume	Point 70,	Integrated GPS device for Automatic Vehicle	AIS 140 emergency switch can be	As per RFP.

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	- III	Annexure 1 Deviations Specifications for Intelligent Transport System (I.T.S.) Pg-46	Location System (with compliance of AIS 140 with emergency buttons 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 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	possible to integrate with ITS for emergency video streaming. Hence functionality, we are meeting but, Separate AIS 140 device will be available as per regulation and separate ITS will be available as per BIS IS16833 compliance Kindly accept.	
321.	Volume - III	Point 71, Annexure 1 Deviations Bumpers Pg-47	Front and rear Bumpers of FRP moulded in three piece constructions conforming to the requirements of CMVR. AIS-052, National/ international standard .	Single Piece Bumper also should be allowed Kindly accept.	Please refer amendment to RFP document.
322.	Volume - III	Point 83, Annexure 1 Deviations Testing/Estimation of Electrical Load for each	Certificate for each system shall be provided no later than 60 (sixty) days from date of LOA.	Information will be submitted at the time of proto Inspection except properly Information. Kindly accept.	Please refer amendment to RFP document.

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		system Pg- 48			
323.	Volume - III	Point 85, Annexure 1 Deviations Heating, Ventilation and Air Conditioning (HVAC) Climate Control System / Ventilation and Air Conditioning (VAC) Climate Control System Pg-48	The HVAC/VAC system for Heating, Ventilation and Air Conditioning / Ventilation and 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: “*3 Measurement shall be carried out at gross vehicle weight and HVAC/VAC in operation (set temperature 24+/- degree c)” One time testing of HVAC/ VAC System, shall be carried out from the authorized agency for the specified test parameters under Clause 58.9, in case the said system is not covered under Type Approval Certification to be issued by the Testing Agency.	A.C performance testing will be done as per UBS -II test procedure which is similar to test procedure quoted in clause 58.9. Only Air conditioning (cooling & Ventillation only) will be provided. Kindly accept.	As per RFP.
324.	Volume - III	Point 86, Annexure 1 Deviations Demister Pg-48	A high output two speed in the driver's cabin.	Requesting to please explain. Please provide more details	As per RFP.
325.	Volume - III	Point 87, Annexure 1 Deviations	24V DC, 200mm on each side pillar on both side and one in driver’s cabin.	Only Driver Fan will be provided with single speed , Cabin fans for passenger should be made optional. Kindly accept.	Please refer amendment to RFP document.

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		Cabin Fans Pg-48			
326.	Volume - III	Point 88, Annexure 1 Deviations Fire Detection and Suppression System (FDSS) Pg-49	At appropriate location(s) for detection and suppression and comply with the requirement of AIS-153, AIS 135 as applicable as on date.	AIS 153 is not applicable to Electric buses as per CMVR , hence request to make this optional. Kindly accept.	As per RFP.
327.	Volume - III	Point 89, Annexure 1 Deviations Operational Conditions of FDSS Pg-49	Irrespective of whether electrical propulsion system of bus has been started and the vehicle's attitude.	AIS 153 is not applicable to Electric buses as per CMVR , hence request to make this optional. Kindly accept.	As per RFP.