

Transport Department, GNCTD
Operation of Private Stage Carriage Services in Delhi for Cluster No. E1 & E2
Amendment No.1 dated March 7, 2022 to RFQP Document

Sr No	Reference Clause/Para	Earlier Clause	Modified Clause																								
1.	Part 1- Clause 4.2.1.3	<p>Suitable conversion shall be made based on the size of the vehicle in terms of details set out in Table 4.2.</p> <p>Table 4.2: Type of Vehicle: PCU Factors</p> <table><tr><th>Type</th><th>PCU Factor</th></tr><tr><td>Bus</td><td>3.00</td></tr><tr><td>Mini Bus</td><td>1.50</td></tr><tr><td>RTV</td><td>1.50</td></tr><tr><td>Car /Cabs</td><td>1.00</td></tr><tr><td>Taxi / Van / Jeep</td><td>1.00</td></tr></table>	Type	PCU Factor	Bus	3.00	Mini Bus	1.50	RTV	1.50	Car /Cabs	1.00	Taxi / Van / Jeep	1.00	<p>Suitable conversion shall be made based on the size of the vehicle in terms of details set out in Table 4.2.</p> <p>Table 4.2: Type of Vehicle: PCU Factors</p> <table><tr><th>Type</th><th>PCU Factor</th></tr><tr><td>Bus</td><td>3.00</td></tr><tr><td>Midi* / Mini* Bus</td><td>1.50</td></tr><tr><td>RTV</td><td>1.50</td></tr><tr><td>Car /Cabs</td><td>1.00</td></tr><tr><td>Taxi / Van / Jeep</td><td>1.00</td></tr></table> <p>*As defined in Bus code AIS 052</p>	Type	PCU Factor	Bus	3.00	Midi* / Mini* Bus	1.50	RTV	1.50	Car /Cabs	1.00	Taxi / Van / Jeep	1.00
Type	PCU Factor																										
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2.	Part I - Instructions to Bidders Clause 4.6.2	<p>The Bidder shall be considered eligible even if an OEM associated with such Bidder is associated with other Bidders under this Bid Process. For avoidance of doubt, a Bidder shall not associate with more than one OEM for a Project.</p>	<p>The Bidder shall be considered eligible even if the OEM (s) associated with such Bidder is associated with other Bidders under this Bid Process., A Bidder may associate with multiple OEMs and the eligibility of such Bidder shall be subject to Clause 4.6.1</p>																								
3.	Part I - Instructions to Bidders- Clause 4.15	<p>DoT, GNCTD shall provide Subsidy ("Subsidy") for the electric buses procured by the Concessionaire under the Agreement. No Subsidy shall be provided for the chargers and/or related infrastructure.</p> <p>i. The amount of Subsidy shall be in line with the FAME II Scheme, (inter alia 40% of cost of bus subject to minimum localization content as notified by DHI from time to time), subject</p>	<p>Subsidy - DoT, GNCTD shall provide Subsidy ("Subsidy" or "Demand Incentive") for the electric buses procured by the Concessionaire under the Agreement. No Subsidy shall be provided for the chargers and/or related infrastructure.</p> <p>i. The amount of Subsidy shall be Rs. 75,00,000/- (Rupees Seventy Five Lakhs) per bus.</p> <p>ii. Demand Incentive shall be given for the quantity of buses defined in Table 1 Part III- Cluster Design Data.</p>																								



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		<p>to a maximum of Rs 75,00,000/- per bus (Rupees Seventy Five Lakhs per bus)</p> <p>ii. The subsidy amount will be calculated using the following formula:</p> <p>Based on the CYOF quoted by Lowest Bidder, monthly equal payment for capital cost of bus shall be calculated using 10.5% discount rate, to be compounded on monthly basis.</p> <p>The aforesaid, will be calculated using the following formula.</p> <p>Monthly equal payment for capital cost of Bus 'a' [(CYOF+ 4.89 x 1.4 x Service Kilometers)/(Bx12)] x 0.5</p> $\text{Estimated Cost of Bus} = \left[\frac{a}{r} \right] \times \left[1 - \frac{1}{(1+r)^n} \right]$ <p>Where a = Monthly equal payment for capital cost of Bus CYOF = Consolidated Year One Fare as quoted by the L1 Bidder (refer Appendix 15B) B = Total Number of Buses (as provided in</p>	<p>iii. The Demand Incentive shall be payable to the Concessionaire as follows:</p> <p>a. Tranche 1 of 20% of Demand Incentive on the issue of supply order.</p> <p>b. Tranche 2 of 40% of Demand Incentive on achievement of induction 50% of total Stage Carriages as certified by the registration of such buses to the IM/Transport Department.</p> <p>c. Tranche 3 of 40% of Demand Incentive on achievement of induction of balance 50% of total Stage Carriages as certified by the registration of such buses to the IM/Transport Department.</p> <p>iv. The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till the 5th (fifth) Anniversary of the COD. The renewal of Subsidy Bank Guarantee shall be as follows:</p> <p>v.</p>



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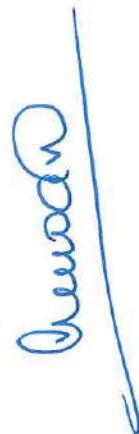
Sr No	Reference Clause/Para	Earlier Clause	Modified Clause
		<p><i>Part III of RFQP)</i></p> <p><i>r = Monthly discount rate, i.e 10.5/1200</i></p> <p><i>n= Contract period in months, i.e. 120 months</i></p> <p><i>Service Kilometres is provided in Part III of this Tender Document</i></p> <p>iii. Demand Incentive shall be given for the quantity of buses defined in Table 1 Part III-Cluster Design Data. Demand incentive per bus will be equal to 40% of Estimated Cost of the Bus. However, this demand incentive will be further limited to maximum incentive /subsidy applicable for each Bus shall be Rs. 75 Lakhs (Rupees Seventy Five Lakhs) only.</p> <p>iv. The Subsidy shall be payable by DoT only after start of actual operation of entire cluster, meeting the mandated service schedule.</p> <p>v. Any other modality for Subsidy not specifically described under this Clause shall be deemed to be part of FAME II scheme.</p> <p>vi. The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be</p>	<p>a. On the 1st (first) anniversary of the COD, the Bidder shall submit a fresh Subsidy Bank Guarantee which shall be equal to 80% of the Subsidy amount being provided by DoT ("Subsidy Bank Guarantee 2"). DOT shall return the Subsidy Bank Guarantee submitted by the Bidder within 30 (thirty) days of receiving the Subsidy Bank Guarantee 2.</p> <p>b. On the 2nd (second) anniversary of the COD, the Bidder shall submit a fresh Subsidy Bank Guarantee which shall be equal to 60% of the Subsidy amount being provided by DoT ("Subsidy Bank Guarantee 3"). DOT shall return the Subsidy Bank Guarantee 2 submitted by the Bidder within 30 (thirty) days of receiving the Subsidy Bank Guarantee 3.</p> <p>c. On the 3rd (third) anniversary of the COD, the Bidder shall submit a fresh Subsidy Bank Guarantee which shall be equal to 40% of the Subsidy amount being provided by DoT ("Subsidy Bank Guarantee 4"). DOT shall return the Subsidy Bank Guarantee 3 submitted by the Bidder within 30 (thirty) days of</p>

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		<p>released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till 5 (five) years from the date of signing of the Concession Agreement.</p> <p>vii. The Subsidy Bank Guarantee is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations thereunder. Operative Clauses of Bank Guarantee submitted as Performance Security (Refer Clause 9.4, 9.5, 9.6 and 9.8 of Concession Agreement) shall apply to the Subsidy Bank Guarantee mutatis mutandis.</p>	<p>receiving the Subsidy Bank Guarantee</p> <p>4. On the 4th (fourth) anniversary of the COD, the Bidder shall submit a fresh Subsidy Bank Guarantee which shall be equal to 20% of the Subsidy amount being provided by DoT ("Subsidy Bank Guarantee 5"). DOT shall return the Subsidy Bank Guarantee 4 submitted by the Bidder within 30 (thirty) days of receiving the Subsidy Bank Guarantee</p> <p>5. DOT shall return the Subsidy Bank Guarantee 5 within 30 (thirty) days of the 5th (fifth) anniversary of the COD.</p> <p>vi. The Subsidy Bank Guarantee is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations thereunder. Operative Clauses of Bank Guarantee submitted as Performance Security (Refer Clause 9.4, 9.5, 9.6 and 9.8) shall apply to the Subsidy Bank Guarantee mutatis mutandis.</p>
4.	Part-1 Instructions to	The Concessionaire shall get the specifications including the range of the bus certified from the	The Concessionaire shall get the specifications including the range of the bus certified from the



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	Bidder 4.16.1 (i)	approved agencies under the CMVR at the time of prototype approval of the bus It shall also be certified that the battery meets the range of 120 KMs throughout its lifecycle	approved agencies under the CMVR at the time of prototype approval of the bus It shall also be certified that the battery meets the range of not less than 200 KMs + 5% (of 200km) contingency throughout its lifecycle
5.	Part-1 Instructions to Bidder 4.16.2	(i) The cost of bus for the purpose of calculation shall be taken as per invoice cost or the cost indicated in the bid, whichever is lower. (ii) Subsidy shall be disbursed only after of actual operation of entire cluster, meeting the mandated service schedule. (iii) The bank guarantee as mentioned in the draft Concession Agreement shall be deposited by the Concessionaire for the entire Concession Period and for the entire subsidy amount. (iv) OEM would need to offer same cost and level playing terms and conditions for the same model of bus to participant Bidders so that any OEM is not able to vitiate the bid, failing which the buses of such OEM would not be engaged.	(i) Deleted (ii) Deleted (iii) Deleted. (iv) OEM would need to offer same cost and level playing terms and conditions for the same model of bus to participant Bidders so that any OEM is not able to vitiate the bid, failing which the buses of such OEM would not be engaged.
6.	Part I Instructions to Bidders- Appendix 18	Appendix 18	Refer Appendix A to this Amendment
7.	Part I- Instructions to Bidders Clause 3.2.7	Subject to Clause 4.6, a Bidder shall enter into an MoU (Appendix 10A) with an OEM to be eligible for submission of its Proposal. The requirements expected of the OEM shall be part of this MoU between the Bidder and the OEM. The Bidder	Subject to Clause 4.6, a Bidder shall enter into an MoU (Appendix 10A) with an OEM to be eligible for submission of its Proposal. The requirements expected of the OEM shall be part of this MoU between the Bidder and the OEM. The Bidder should



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		should necessarily tie up with the OEM under this MoU during the bidding stage itself to be eligible to submit this Proposal. Since DoT shall be signing the Agreement with the Concessionaire, the Concessionaire shall ensure that the requirements of DoT are met. For the purpose of this Project all obligations, roles, responsibilities shall be the responsibility of the Bidder and the selected Concessionaire. The Proof of Concept shall be undertaken by the Bidder and is detailed out in Appendix 19 and Schedule 2 of draft Concession Agreement within 15 days of DoT notifying the same. Since DoT shall be signing the Agreement, the Concessionaire shall ensure that the requirements of DoT are met by the Concessionaire. The MoU between the Concessionaire and OEM shall be a matter of obligations amongst themselves. For the purpose of this Project all obligations, roles, responsibilities including Proof of Concept shall be the responsibility of the Bidder and the selected Concessionaire.	necessarily tie up with the OEM under this MoU during the bidding stage itself to be eligible to submit this Proposal. Since DoT shall be signing the Agreement with the Concessionaire, the Concessionaire shall ensure that the requirements of DoT are met. For the purpose of this Project all obligations, roles, responsibilities shall be the responsibility of the Bidder and the selected Concessionaire.
8.	Part I - Instructions to Bidders Appendix 8C	OEM needs to provide proof vis-à-vis the following: 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	OEM needs to provide proof vis-à-vis the following: OEM or its Associate 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





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9.	Part I to Bidders Appendix 7	<p>rule 126 of CMVR. i.e., CMVR type-approval of at least one model of Electric Bus.</p> <p># The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent entity or its subsidiary or any associate entity will be considered for computation of the Financial Capability of the Bidder provided the Bidder holds at least 51% of the common equity of subsidiary entity/associate entity as on March 31, 2021 or parent entity holds at least 51% of the common equity of the Bidder as on March 31, 2021. Such entities are restricted to Company registered under Companies Act, Partnership Firm, Sole Proprietorship Firm, AIF, VCF, Society, Trust but excluding Individual.</p>	<p>of Electric Bus.</p> <p># The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent entity or its subsidiary or any associate entity will be considered for computation of the Financial Capability of the Bidder provided the Bidder holds at least 51% of the common equity of subsidiary entity/associate entity as on March 31, 2021 or parent entity holds at least 51% of the common equity of the Bidder as on March 31, 2021. Such entities are restricted to Company registered under Companies Act, Partnership Firm, Sole Proprietorship Firm, AIF, VCF, Society, Trust but excluding Individual.</p> <p>In the case where the Bidder is registered after March 31, 2021 the Bidder's parent entity or its subsidiary or any associate entity will be considered for computation of the Financial Capability of the Bidder provided the Bidder holds at least 51% of the common equity of subsidiary entity/associate entity subsequent to March 31, 2021 but prior to Proposal Due Date or parent entity holds at least 51% of the common equity of the Bidder subsequent to March 31, 2021 but prior to Proposal Due Date. Such entities are restricted to Company registered under Companies Act, Partnership Firm, Sole Proprietorship Firm, AIF,</p>



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10.	Part II Draft Concession Agreement Schedule-2 Clause 40.0	<table><tr><th>S No.</th><th>Description</th><th>Low floor Bus</th></tr><tr><td>11</td><td>Ramp over angle</td><td>As per IS: 12218</td></tr><tr><td>12</td><td>Departure Angle</td><td>As per IS:12218</td></tr><tr><td>13</td><td>Approach angle</td><td>As per IS:12218</td></tr></table>	S No.	Description	Low floor Bus	11	Ramp over angle	As per IS: 12218	12	Departure Angle	As per IS:12218	13	Approach angle	As per IS:12218	VCF, Society, Trust but excluding Individual. <table><tr><th>S No.</th><th>Description</th><th>Low floor Bus</th></tr><tr><td>11</td><td>Ramp over angle</td><td>As per UBS II, measurement as per IS:12218</td></tr><tr><td>12</td><td>Departure Angle</td><td>As per UBS II, measurement as per IS:12218</td></tr><tr><td>13</td><td>Approach angle</td><td>As per UBS II, measurement as per IS:12218</td></tr></table>	S No.	Description	Low floor Bus	11	Ramp over angle	As per UBS II, measurement as per IS:12218	12	Departure Angle	As per UBS II, measurement as per IS:12218	13	Approach angle	As per UBS II, measurement as per IS:12218
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13	Approach angle	As per UBS II, measurement as per IS:12218																									
11.	Part-II Draft Concession Agreement Schedule-2 Clause 23.0	Stanchions Vertical stanchions shall be so positioned to facilitate access to seats for those standing. The stanchions shall comply with UBS II spec with tubing with PVC sleeve or powder coated. Each stanchion shall be provided with buzzer switch at the height of 1200 mm max for the convenience of passengers to announce their wish to alight the bus.	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/ anti-slip powder coating hammer tone of contrast colour with the interior decor. Each stanchion shall be provided with buzzer switch at the height of 1200 mm (max.) 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.																								
12.	Part-II Draft Concession Agreement	The bus shall have aesthetically and ergonomically designed dash board and instrument panels molded in suitable polymeric material. All the	The bus shall have aesthetically and ergonomically designed dash board and instrument panels molded in suitable polymeric material. All the dashboard controls																								



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	Schedule-2 Clause 27.1	dashboard controls and instrumentation system shall be as per the bus code. The bus shall have dash board with full instrumentation panel containing meters and gauges to indicate important parameters like air pressure in temperature, battery charging current, fuel level, side indicators, head lights, hand brakes, engine oil pressure etc. In addition, warning lights for low engine oil pressure, high cooling system engine oil pressure, high cooling system temperature & low coolant level, low air pressure and battery weak shall be provided at the driver's dash board. There should also be provision for inter lock between door exit/entry door open and vehicle move moment i.e. vehicle should not move if any of the door is open. The illumination of the self-lighted symbols shall be adequate to be easily seen during day time ambient light in the driver's compartment.	and instrumentation system shall be as per the bus code. The bus shall have dash board with full instrumentation panel containing meters and gauges to indicate important parameters like air pressure in brake tanks, coolant temperature, battery charging Voltage , fuel level, side indicators, head lights, hand brakes, engine oil pressure etc. In addition, warning lights for low engine oil pressure, high cooling system temperature & low coolant level, low air pressure and battery weak shall be provided at the driver's dash board. There should also be provision for inter lock between door exit/entry door open and vehicle move moment i.e. vehicle should not move if any of the door is open. The illumination of the self-lighted symbols shall be adequate to be easily seen during day time ambient light in the driver's compartment.
13.	Part-II Concession Agreement Schedule-2 Clause 49.0 (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 shall get activated upon engagement of reverse gear. RPAS should give audio warning on reaching the critical distance available for reverse parking.	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.
14.	Part-II Draft	Surveillance Cameras (3Nos.), three numbers to	The camera shall comply to IP67 rating. Surveillance Cameras (3Nos.), three numbers to





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	Concession Agreement Schedule-2 Clause 49.0(f)(x)	monitor bus interiors (doors, driver zone, ticketing zone etc.) and one no. Reverse –Parking Digital Camera.	monitor bus interiors (doors, driver zone, ticketing zone etc.) and one no. Reverse –Parking Digital Camera – <u>Parking Camera shall comply with AIS-145</u>
15.	Part II Draft Concession Agreement Schedule-2/ 5.6	<p>The traction energy storage must be sufficient for a minimum autonomy of 120 kms/ bus/ day to meet the operational conditions as described in Para 2 of Schedule 2 for a daily driving range of minimum 240 kms excluding dead kms for recharging. The Concessionaires shall get the specifications including the range of the bus certified from the approved agencies under the CMVR at the time of prototype approval of the bus. The testing agency should also certify that the bus model which is being certified meets the range of 120 kms autonomy (distance that can be driven with a usable energy content of a battery without recharging). The minimum range of the battery at the time of induction should take into account the degradation profile of the battery as per technical documentation of the battery and the traffic conditions in Delhi.</p> <p>The bus shall have a minimum range of 120kms on a single charge (i.e. minimum autonomy) throughout its lifecycle which shall be verified by testing specifications. In case such proof tests cannot be undertaken by the testing agency</p>	<p>The traction energy storage must be sufficient for a minimum autonomy of 200 KMs + 5% (of 200 kms) contingency / bus/ day to meet the operational conditions as described in Para 2 of Schedule 2 for a daily driving range of not less than 200 KMs + 5% (of 200 kms)contingency in a single charge. The Concessionaires shall get the specifications including the range of the bus certified from the approved agencies under the CMVR at the time of prototype approval of the bus. The testing agency should also certify that the bus model which is being certified meets the range of 200 KMs + 5% (of 200 kms)contingency autonomy (distance that can be driven with a usable energy content of a battery without recharging). The minimum range of the battery at the time of induction should take into account the degradation profile of the battery as per technical documentation of the battery and the traffic conditions in Delhi.</p> <p>The bus shall have a minimum range of 200 KMs + 5% (of 200 kms) contingency on a single charge (i.e. minimum autonomy) throughout its lifecycle which shall be verified by testing specifications. In case such</p>





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		<p>acceptable to DoT, closest feasible safeguard shall be identified in consultation with the testing agency to ensure the range of 120km per charge is achieved throughout the lifecycle of the bus.</p> <p>Note The Concessionaire should note that the cluster buses report back at the Depot only after completing the day's operation of 16 hours. The Concessionaire can have the options i.e.</p> <p>1. To operate buses having a range of 240 kms in a single charge; or</p> <p>2. If engaging buses less than a range of 240 kms in a single charge; to make suitable arrangement for charging/ infrastructure in between the break at/nearby designated bus stop (generally one hour), or to make arrangement of adequate number of additional buses, if not making provision for charging infrastructure during the one hour break.</p>	<p>proof tests cannot be undertaken by the testing agency acceptable to DoT, closest feasible safeguard shall be identified in consultation with the testing agency to ensure the range of 200 KMs + 5% (of 200 kms) contingency per charge is achieved throughout the lifecycle of the bus.</p> <p>Note The Concessionaire should note that the cluster buses report back at the Depot only after completing the day's operation of 16 hours. In case due to non-completion of range of not less than 200 KMs + 5% contingency in a single charge (night charging in depot) by Electric bus due to ageing of the bus battery, the bidder(s) shall be responsible for making arrangements of opportunity charging at his own cost (within 01 (one) hour shift change interval time).</p>
16.	Part I Instructions to Bidders- Appendix 15 B Note	We understand Consumer Price Index (CPI) for industrial workers in Delhi (Base Year 2016 = 100) = 122.8 (as on July, 2021)	We understand Consumer Price Index (CPI) for industrial workers in Delhi (Base Year 2016 = 100) = 117.6 (as on September, 2021)
17.	Part II- Draft Concession	Addition	"Minimum Wages" shall mean the minimum wages for Skilled Category in scheduled employments,




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	Agreement Article-1 (1.1)		notified by Labour Department, Government of NCT of Delhi. Source to be used: Data available at website https://labour.delhi.gov.in
18.	Schedule-5 1.2.1(d)	Adjustment based on CPIIW and WPI shall be made only twice a year i.e. based on March 31 and September 30 CPI values. No adjustment for change in CPIIW and WPI in the intervening period shall be payable.	Adjustment based on CPI-IW and Minimum Wages (MWs) shall be made only twice a year i.e. based on March 31 and September 30 CPI values. No adjustment for change in CPI-IW and MWs in the intervening period shall be payable.
19.	Part II- Draft Concession Agreement Schedule-5 Clause 2.1	<p>2.1 CYF per month = X $X = X * [1 + (0.2x(CPIIn - CPIb)/CPIb) + (0.4x0.6x(WPIIn - WPIb)/WPIb)]$ Where, CPI stands for index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI-IW) in Delhi. Source to be used: Data available at website www.labourbureau.nic.in with one month time lag. is the index value of CPI-IW. For PMs April to September, index value issued for immediately preceding March 31 shall be used and for PMs October to March, index value issued for immediately preceding September 30 shall be used. = base index value of CPI-IW equal to (Base Year 2016 = 100) = 122.8 (as on July, 2021) WPIIn means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI</p>	<p>2.1 CYF per month = X' $X' = X * [1 + (0.2x(CPIIn - CPIb)/CPIb) + (0.4x0.6x(MWIn - MWb)/MWb)]$ Where, CPI stands for index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI-IW) in Delhi. Source to be used: Data available at website www.labourbureau.nic.in with one month time lag. is the index value of CPI-IW. For PMs April to September, index value issued for immediately preceding March 31 shall be used and for PMs October to March, index value issued for immediately preceding September 30 shall be used. = base index value of CPI-IW equal to (Base Year 2016 = 100) = 117.6 (as on September, 2021) MWIn means the Minimum Wages for Skilled Category in scheduled employments, notified by Labour Department, Government of NCT of Delhi, as</p>

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		shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month. WPIb = base index value of 135.9& as on August 2021. & https://eaindustry.nic.in/pdf_files/cmonthly.pdf	applicable for the month during which revision in Price is due, MWB = base index value of Rs. 19,291/-as on April 2021.
20.	Part II- Draft Concession Agreement Schedule-5 Clause 2.4 (a)	(a) DoT shall bear the cost towards charging of electric buses on actual consumption upto a maximum consumption @1.4kWh for every service kilometer.	(a) DoT shall bear the cost towards charging of electric buses on actual consumption upto a maximum consumption @1.3kWh per service kilometer, tried annually to account for seasonal variations.
21.	Part II- Draft Concession Agreement Schedule-5 Clause 2.4 (d)	(d) The Electricity Charges Adjustment for electricity charges for charging of buses shall be calculated as follows: Minimum of (Electricity Charges for charging of buses for PM / Service Kilometers for PM or 1.4) x Service Kilometers for PM	(d) The Electricity Charges Adjustment for electricity charges for charging of buses shall be calculated as follows: Minimum of (Electricity Charges for charging of buses for PM / Service Kilometers for PM or @1.3kWh/ km) x Service Kilometers for PM , tried annually to account for seasonal variations.
22.	Part II Draft Concession Agreement-Schedule-2 52.0	Proof of Concept 52.1 A proof of concept for the trial of the model of bus to be engaged should be conducted for a period of not less than seven days in varying traffic conditions in accordance on cluster route(s) without any charges payable to the Bidder. The trial would include a few routes from out of those in	Deleted





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		<p>Schedule-1 with the highest vehicle utilization and operated in varying traffic conditions in Delhi with passenger load subject to the following conditions:</p> <p>a. Selection of Route(s) and timetable for the bus shall be made by DOT.</p> <p>b. The Bidder shall provide the drivers, while DOT shall provide conductors for the bus.</p> <p>c. The fare collected from these buses shall be collected and retained by DOT</p> <p>d. Suitable space in the existing depots with power connection shall be provided by DOT to the Bidder for charging of batteries of Electric Bus.</p> <p>e. The Bidder shall ensure the charging, upkeep and maintenance of the bus.</p> <p>f. The expenditure on account of electricity consumed for the charging infrastructure will be borne by the DOT.</p> <p>52.2 DoT may prescribe any other route for the purpose of Proof of Concept. DoT shall have the option to carry out the Proof of Concept with equal weight instead of actual passengers to test the efficacy of bus where it may not be possible on some routes to have 100 passengers on the bus.</p>	



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23.	Part III- Cluster Design Data- Appendix – 19 (H) H1 and H2	<p>H1 Bidder to demonstrate a trial run of the battery electric bus as defined in Schedule 2 of draft Concession Agreement, on different operational bus routes of Delhi as defined in Schedule 1 of draft Concession Agreement, within 15 days of DoT notifying the same.</p> <p>Proof of Concept test undertaken shall be common for given model of bus, a Bidder bidding for more than one cluster and also for a set of Bidders planning to bid with a given Technology Partner. DoT shall conduct the Proof of Concept as per Schedule 2 of Draft Concession Agreement.</p> <p>H2 Technical Parameters of Proof of Concept Bus</p> <p>Provide all relevant details of bus and charger including but not limited to Type, Make, Ratings, Range (at the beginning and after 5 years of operations), Supplier details</p>	Deleted
24.	Clause 4.2.1.1 Of Part-1: Instructions to bidders	<p>In case the bus is registered in the name of Bidder and are operated under public transport authority in terms of Concession/contract Agreement and satisfactory performance certificate of operation is duly certified and issued in the name of the city the same will be considered by the Authority for the purpose of evaluation/assessment of experience. However, all relevant proofs of</p>	<p>In case the bus is registered in the name of Bidder or registered in the name of public transport authority to the bidder is borrower in terms of tripartite agreement between bidder company, lender bank and public transport authority and are operated under public transport authority in terms of Concession/contract Agreement and satisfactory performance certificate of operation is duly certified and issued in the name of the Bidder with date of operations of each stage</p>



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25.	Part I Instruction to Bidders - Appendix 8	documentation including certificates issued by statutory auditor etc. shall be submitted in terms of relevant appendix/ces.	carriage in the city the same will be considered by the Authority for the purpose of evaluation/assessment of experience. However, all relevant proofs of documentation including certificates issued by statutory auditor etc. shall be submitted in terms of relevant appendix/ces. 5. In case the permit is in not in the name of the Bidder but in the name of the public Transport Authority such permits shall be considered for operational experience of the Bidder only if the bus is registered in the name of public transport authority and the bidder is borrower in terms of tripartite agreement between bidder company, lender bank and public transport authority. The Bidder shall also provide relevant proofs or the tripartite agreement between bidder company, lender bank and public transport authority to substantiate its claim for operational experience of the Bidder.
26.	Part II Draft Concession Agreement Clause - 7.2.6.2	(i) The cost of bus for the purpose of calculation may be taken as per invoice cost or the cost indicated in the bid, whichever is lower. (ii) Subsidy shall be disbursed only after start of actual operation of entire cluster, meeting the mandated service schedule. (iii) The Subsidy Bank Guarantee shall be deposited by the Concessionaire for entire Concession Period and for entire subsidy amount as calculated in Article 5.1 (h) (ii) of this Agreement.	(i) Deleted (ii) Deleted (iii) Deleted (iv) OEM would need to offer same cost and level playing terms and conditions for the same model of bus to participant Bidders so that any OEM is not able to vitiate the bid, failing which the buses of such OEM would not be engaged.





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		(iv) OEM would need to offer same cost and level playing terms and conditions for the same model of bus to participant Bidders so that any OEM is not able to vitiate the bid, failing which the buses of such OEM would not be engaged.	
27.	Part II- Draft Concession Agreement Article 1- Definition	<p>"Depot Agreement" means an agreement for the use of a Depot on license basis between DoT and the Concessionaire where such license allows the Concessionaire use of Depot for the purpose of parking, repair, maintenance, cleaning and office space required for providing Stage Carriage Services. Further such aforesaid agreement shall expressly deny the Concessionaire the right to sub-let, construct, alter or modify any part of the Depot without specific written prior approval of DoT, and such approval can be withheld or denied by DoT's sole discretion, without providing any reason thereof for such decision of DoT.</p>	<p>"Depot Agreement" means an agreement for the use of a Depot on license basis between DoT and the Concessionaire where such license allows the Concessionaire use of Depot for the purpose of parking, repair, maintenance, cleaning, electric bus charging and office space required for providing Stage Carriage Services. Further such aforesaid agreement shall expressly deny the Concessionaire the right to sub-let, construct, alter or modify any part of the Depot without specific written prior approval of DoT, and such approval can be withheld or denied by DoT at DoT's sole discretion, without providing any reason thereof for such decision of DoT.</p>
28.	Part I instructions to Bidders Clause 3.2.7	<p>Subject to Clause 4.6, a Bidder shall enter into an MoU (Appendix 10A) with an OEM to be eligible for submission of its Proposal. The requirements expected of the OEM shall be part of this MoU between the Bidder and the OEM. The Bidder should necessarily tie up with the OEM under this MoU during the bidding stage itself to be eligible to submit this Proposal. Since DoT shall be signing the Agreement with the Concessionaire, the</p>	<p>Subject to Clause 4.6, a Bidder shall enter into an MoU (Appendix 10A) with an OEM to be eligible for submission of its Proposal. The requirements expected of the OEM shall be part of this MoU between the Bidder and the OEM. The Bidder should necessarily tie up with the OEM under this MoU during the bidding stage itself to be eligible to submit this Proposal. Since DoT shall be signing the Agreement with the Concessionaire, the Concessionaire shall</p>




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		Concessionaire shall ensure that the requirements of DoT are met. For the purpose of this Project all obligations, roles, responsibilities shall be the responsibility of the Bidder and the selected Concessionaire. The Proof of Concept shall be undertaken by the Bidder and is detailed out in Appendix 19 and Schedule 2 of draft Concession Agreement within 15 days of DoT notifying the same. Since DoT shall be signing the Agreement, the Concessionaire shall ensure that the requirements of DoT are met by the Concessionaire. The MoU between the Concessionaire and OEM shall be a matter of obligations amongst themselves. For the purpose of this Project all obligations, roles, responsibilities including Proof of Concept shall be the responsibility of the Bidder and the selected Concessionaire.	ensure that the requirements of DoT are met. For the purpose of this Project all obligations, roles, responsibilities shall be the responsibility of the Bidder and the selected Concessionaire.
29.	Part II Draft Concession Agreement 5.1 (h)	Subsidy – DoT, GNCTD shall provide Subsidy ("Subsidy") for the electric buses procured by the Concessionaire under the Agreement. No Subsidy shall be provided for the chargers and/or related infrastructure. i. The amount of Subsidy shall be in line with the FAME II Scheme, (inter alia 40% of cost of bus subject to minimum localization content as notified by DHI from time to time), subject to a maximum of Rs	Subsidy – DoT, GNCTD shall provide Subsidy ("Subsidy" or "Demand Incentive") for the electric buses procured by the Concessionaire under the Agreement. No Subsidy shall be provided for the chargers and/or related infrastructure. i. The amount of Subsidy shall be Rs. 75,00,000/- (Rupees Seventy Five Lakhs) per bus. ii. Demand Incentive shall be given for the quantity of buses defined in Table 1 Part III- Cluster Design Data.



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		<p>75,00,000/- per bus (Rupees Seventy Five Lakhs per bus).</p> <p>ii. The subsidy amount will be calculated using the following formula:</p> <p>Based on the CYOF quoted by Lowest Bidder, monthly equal payment for capital cost of bus shall be calculated using 10.5% discount rate, to be compounded on monthly basis.</p> <p>The aforesaid, will be calculated using the following formula.</p> <p>Monthly equal payment for capital cost of Bus $a' = [(CYOF + 4.89 \times 1.4 \times \text{Service Kilometers}) / (B \times 12)] \times 0.5$</p> <p>Estimated Cost of Bus $= \left[\frac{a}{r} \right] \times \left[1 - \frac{1}{(1+r)^n} \right]$</p> <p>Where a = Monthly equal payment for capital cost of Bus B = Consolidated Year One Fare as quoted by the L1 Bidder (refer Appendix 15B) B = Total Number of Buses (as provided in</p>	<p>iii. The Demand Incentive shall be payable to the Concessionaire as follows:</p> <p>a. Tranche 1 of 20% of Demand Incentive on the issue of supply order.</p> <p>b. Tranche 2 of 40% of Demand Incentive on achievement of induction 50% of total Stage Carriages as certified by the registration of such buses to the IM/Transport Department.</p> <p>c. Tranche 3 of 40% of Demand Incentive on achievement of induction of balance 50% of total Stage Carriages as certified by the registration of such buses to the IM/Transport Department.</p> <p>iv. The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till the 5th (fifth) Anniversary of the COD.</p> <p>v. The renewal of Subsidy Bank Guarantee shall be as follows:</p>



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		<p><i>Part III of RFQP)</i></p> <p><i>r = Monthly discount rate, i.e. 10.5/1200</i></p> <p><i>n= Contract period in months, i.e. 120 months</i></p> <p><i>Service Kilometres is provided in Part III of this Tender Document</i></p> <p>iii. Demand Incentive shall be given for the quantity of buses defined in Table 1 Part III-Cluster Design Data. Demand incentive per bus will be equal to 40% of Estimated Cost of the Bus. However, this demand incentive will be further limited to maximum incentive /subsidy applicable for each Bus shall be Rs. 75 Lakhs (Rupees Seventy Five Lakhs) only.</p> <p>iv. The Subsidy shall be payable by DoT, GNCTD only after start of actual operation of entire cluster, meeting the mandated service schedule.</p> <p>v. Any other modality for Subsidy not specifically described under this Clause shall be deemed to be part of FAME II scheme.</p> <p>vi. The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the</p>	<p>a. On the 1st (first) anniversary of the COD, the Bidder shall submit a fresh Subsidy Bank Guarantee which shall be equal to 80% of the Subsidy amount being provided by DoT ("Subsidy Bank Guarantee 2"). DOT shall return the Subsidy Bank Guarantee submitted by the Bidder within 30 (thirty) days of receiving the Subsidy Bank Guarantee 2.</p> <p>b. On the 2nd (second) anniversary of the COD, the Bidder shall submit a fresh Subsidy Bank Guarantee which shall be equal to 60% of the Subsidy amount being provided by DoT ("Subsidy Bank Guarantee 3"). DOT shall return the Subsidy Bank Guarantee 2 submitted by the Bidder within 30 (thirty) days of receiving the Subsidy Bank Guarantee 3.</p> <p>c. On the 3rd (third) anniversary of the COD, the Bidder shall submit a fresh Subsidy Bank Guarantee which shall be equal to 40% of the Subsidy amount being provided by DoT ("Subsidy Bank Guarantee 4"). DOT shall return the Subsidy Bank Guarantee 3 submitted by the Bidder within 30 (thirty) days of receiving the Subsidy Bank Guarantee 4.</p>





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		<p>form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till for the Concession Period from the date of signing of the Concession Agreement.</p> <p>vii. The Subsidy Bank Guarantee is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations thereunder. Operative Clauses of Bank Guarantee submitted as Performance Security (Refer Clause 9.4, 9.5, 9.6 and 9.8) shall apply to the Subsidy Bank Guarantee mutatis mutandis.</p>	<p>d. On the 4th (fourth) anniversary of the COD, the Bidder shall submit a fresh Subsidy Bank Guarantee which shall be equal to 20% of the Subsidy amount being provided by DoT ("Subsidy Bank Guarantee 5"). DOT shall return the Subsidy Bank Guarantee 4 submitted by the Bidder within 30 (thirty) days of receiving the Subsidy Bank Guarantee 5. DOT shall return the Subsidy Bank Guarantee 5 within 30 (thirty) days of the 5th (fifth) anniversary of the COD.</p> <p>e. The Subsidy Bank Guarantee is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations thereunder. Operative Clauses of Bank Guarantee submitted as Performance Security (Refer Clause 9.4, 9.5, 9.6 and 9.8) shall apply to the Subsidy Bank Guarantee mutatis mutandis.</p> <p>vi. The Subsidy Bank Guarantee is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations thereunder. Operative Clauses of Bank Guarantee submitted as Performance Security (Refer Clause 9.4, 9.5, 9.6 and 9.8) shall apply to the Subsidy Bank Guarantee mutatis mutandis.</p>
30.	Part II Draft Concession Agreement-Definitions	"Consumer Price Index for Industrial Workers (CPI- IW) in Delhi" or "CPI" means Consumer Price Index Numbers for Industrial Workers (Base Year 2016 = 100), which measure a change over time in prices of a fixed basket of goods and	"Consumer Price Index for Industrial Workers (CPI- IW) in Delhi" or "CPI" means Consumer Price Index Numbers for Industrial Workers (Base Year 2016 = 100), which measure a change over time in prices of a fixed basket of goods and services



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		services consumed by Industrial Workers, as are compiled and maintained by the Labour Bureau, Government of India. Applicable index for the purpose of this Agreement shall be index numbers as compiled for Industrial Workers in Delhi. The base value of CPI is 112 as on December 31, 2020 and shall be indexed, twice in a year on September 30 and March 31, in terms of index value reported in website www.labourbureau.nic.in published with a time lag of one month and shall include any index, which substitutes the CPI.	consumed by Industrial Workers, as are compiled and maintained by the Labour Bureau, Government of India. Applicable index for the purpose of this Agreement shall be index numbers as compiled for Industrial Workers in Delhi. The base value of CPI is 117.6 as on September 30, 2021 and shall be indexed, twice in a year on September 30 and March 31, in terms of index value reported in website www.labourbureau.nic.in published with a time lag of one month and shall include any index, which substitutes the CPI.
31.	Part II Draft Concession Agreement- 7.2.6.1 (ii)	It shall also be certified that the battery meets the range of 120KMs throughout its lifecycle.	It shall also be certified that the battery meets the range not less than 200 KMs + 5% (of 200kms) contingency throughout its lifecycle.
32.	Part II Draft Concession Agreement- 7.2.5.4 (a)	The Concessionaire shall, no later than 30 (thirty) days from date of LOA, provide to the DoT 5 (five) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-12. Provided that the Concessionaire may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.	The Concessionaire shall, provide to the DoT 5 (five) copies of the Designs and Drawings of the Prototypes at least 30 days prior to the supply of Prototype in terms of Clause 7.2.5.6 and as specified in Schedule-12. Provided that the Concessionaire may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.
33.	Part II Draft Concession Agreement- 10.5	For any delay in achieving the Project Milestones date/s, the Concessionaire shall pay to the DoT, compensation (hereinafter referred as "Liquidated Damages") to be calculated in the following manner	For any delay in achieving the Project Milestones date/s, the Concessionaire shall pay to the DoT, compensation (hereinafter referred as "Liquidated Damages") to be calculated in the following manner

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		for:	for:
		Project Milestone No.2: (a) delay upto thirty (30) days, from the scheduled End Date, @ Rupees five thousand (Rs. 5,000/-) per day per Stage Carriage, and (b) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees ten thousand only (Rs. 10,000/-) per day per Stage Carriage. Project Milestone No.3 : (a) delay upto thirty (30) days, from the scheduled End Date, @ Rupees five thousand (Rs. 5,000/-) per day per Stage Carriage, and (b) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees ten thousand only (Rs. 10,000/-) per day per Stage Carriage	Project Milestone No.2: (c) delay upto thirty (30) days, from the scheduled End Date, @ Rupees two thousand five hundred only (Rs. 2,500/-) per day per Stage Carriage, and (d) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees five thousand only (Rs. 5,000/-) per day per Stage Carriage. Project Milestone No.3 : (c) delay upto thirty (30) days, from the scheduled End Date, @ Rupees two thousand five hundred only (Rs. 2,500/-) per day per Stage Carriage, and (d) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees five thousand only (Rs. 5,000/-) per day per Stage Carriage Provided that the total amount of Liquidated Damages for any delay in achieving the aforesaid Project Milestones date/s shall be limited to 3% of Estimated Cost of Bus as per Clause 5.1(h) (ii) multiplied by



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		<p>Project Milestones date/s shall be limited to 3% of Estimated Cost of Bus as per Clause 5.1(h) (ii) multiplied by number of buses as provided in Table 1 of Part III of RFQP.</p> <p>Notwithstanding the above, in the event of delay beyond 60 days for any of the Project Milestones date/s, the DoT shall be entitled to terminate this Agreement in accordance with the provisions of Clause 17.1.1 (2) of this Agreement. In such scenario, DoT reserves the right, without prejudice to any other rights, which it may be entitled to under this Agreement, to appropriate all or part of Performance Guarantee and Subsidy Bank Guarantee so furnished by the Concessionaire.</p>	<p>number of buses as provided in Table 1 of Part III of RFQP.</p> <p>Notwithstanding the above, in the event of delay beyond 60 days for any of the Project Milestones date/s, the DoT shall be entitled to terminate this Agreement in accordance with the provisions of Clause 17.1.1 (2) of this Agreement. In such scenario, DoT reserves the right, without prejudice to any other rights, which it may be entitled to under this Agreement, to appropriate all or part of Performance Guarantee and Subsidy Bank Guarantee so furnished by the Concessionaire.</p>
34.	Part II Draft Concession Agreement- Schedule 2	<p>- charging standard: CCS in its latest version</p> <p>The Concessionaire shall be responsible for preventive maintenance of power infrastructure beyond the switching/ metering point of power distribution company i.e below 66/33kV till LT connection upto the LT point for the entire Concession Period.</p>	<p>- charging standard: CCS, GB/T in its latest version</p> <p>The Concessionaire shall be responsible for preventive maintenance of power infrastructure beyond the metering point of power distribution company i.e below 66/33/11 kV till LT connection which includes GIS sub station and upto the LT point for the entire Concession Period.</p>
35.	Part II Draft Concession Agreement- Schedule 9 Clause 3.9		
36.	Part III- Cluster Design Data	Notes to Table 1: Cluster No. E2 Route Details Notes:	Notes to Table 1: Cluster No. E2 Route Details Notes:

Chewad

DP


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		<p>a) Total service km includes service km of route and also that of shuttle trips from depot to terminal point, in both directions.</p> <p>b) The depots have been specified as indicative operational unit. However, DoT can change depots at its discretion at the time of start of operation/ course of operation in public interest, due to any court order without assigning any reason thereof.</p> <p>c) Changeover between two shifts would be at least 1 hour (60 minutes).</p>	<p>a) Total service km includes service km of route and also that of shuttle trips from depot to terminal point, in both directions.</p> <p>b) The depots have been specified as indicative operational unit. However, DoT can change depots at its discretion at the time of start of operation/ course of operation in public interest, due to any court order without assigning any reason thereof.</p> <p>c) Changeover between two shifts would be upto one (1) hour.</p>
37.	Part III- Cluster Design Data	<p>Notes to Table 1: Cluster No. E1 Route Details</p> <p>Notes:</p> <p>a) Total service km includes service km of route and also that of shuttle trips from depot to terminal point, in both directions.</p> <p>b) The depots have been specified as indicative operational unit. However, DoT can change depots at its discretion at the time of start of operation/ course of operation in public interest, due to any court order without assigning any reason thereof.</p> <p>c) Changeover between two shifts would be at least 1 hour (60 minutes).</p>	<p>Notes to Table 1: Cluster No. E1 Route Details</p> <p>Notes:</p> <p>a) Total service km includes service km of route and also that of shuttle trips from depot to terminal point, in both directions.</p> <p>b) The depots have been specified as indicative operational unit. However, DoT can change depots at its discretion at the time of start of operation/ course of operation in public interest, due to any court order without assigning any reason thereof.</p> <p>c) Changeover between two shifts would be upto one (1) hour.</p>
38.	Part II- Draft Concession Agreement	<p>Concessionaire shall be responsible for entire operations and maintenance of all power infrastructure beyond the switching/ metering</p>	<p>Concessionaire shall be responsible for entire operations and maintenance of all power infrastructure beyond the metering point of power distribution</p>




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	Schedule 9 Subclause 3 (3.8)	point of power distribution company i.e. for the whole network upto the LT point for the entire Concession Period.	company i.e. for the whole network upto the LT point for the entire Concession Period.
39.	Schedule-2/ 50.0	Interior noise shall not be more than 81 Db (A) when tested as per AIS 020 and pass by noise requirements as per CPCB/CMVR when tested as per IS 3028: 1998 or latest rev. Type Approval testing and certificate by the test agency under CMV Rule 126 shall be produced at the time of prototype approval. The pass by noise of the vehicle shall confirm to CMVR requirements when tested as per BIS: 3028:1998.	Interior noise level of buses with rear engine shall not exceed 80 dB (A), when tested as per IS: 12832-2010 (Reaffirmed 2016), as amended from time to time as per AIS 153. Type Approval testing and certificate by the test agency under CMV Rule 126 shall be produced at the time of prototype approval.
40.	Clause 53.0(h)	Integration of Security Camera Network (CCTVs) with Control Centre of DoT to enable: <ul style="list-style-type: none"> • Live view on Map and Live Alerts information at Control Centre, at Depot and on Smart Phones. • Live Alerts information will include: Panic Button, Video Loss Alarm, Hard Disk Full, Hard Disk missing, Hard Disk read and write descriptions, Intrusion Alarm (Enclosure Open) as minimum requirement • Download Live and Recorded Video from Control Centre. 	APIs based Integration of Security Camera Network (CCTVs) with Control Centre of DoT to enable: <ul style="list-style-type: none"> • Live view on Map and Live Alerts information at Control Centre, at Depot and on Smart Phones. • Live Alerts information will include: Panic Button, Video Loss Alarm, Hard Disk Full, Hard Disk missing, Hard Disk read and write descriptions, Intrusion Alarm (Enclosure Open) as minimum requirement. • Download Live and Recorded Video from Control Centre.
41.	Schedule 5 Clause 2.5	Addition	Payment for over-utilized Kilometres – 70% of assured per-km rate for over-utilized km
42.	Part I	–	Financial Capability of the Bidders would be





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Sr No	Reference Clause/Para	Earlier Clause	Modified Clause
	Instructions to Bidders -Clause 4.2.2.1 (b)	<p>Financial Capability of the Bidders would be evaluated on the basis of the following:</p> <p>a) net worth as at the end of the most recent financial year (Ref. Appendix 7), or</p> <p>b) deleted</p> <p>The Bidders should provide information regarding the above based on audited annual accounts for the latest financial year. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.</p>	<p>evaluated on the basis of the following:</p> <p>a) net worth as at the end of the most recent financial year (Ref. Appendix 7), OR</p> <p>b) The average annual turnover of the Bidder in 3 (three) financial year. The aforesaid three financial years shall be considered as follows: The Turnover of the Bidder for the last 5 (five) financial years preceding the proposal due date shall be arranged in descending order. The top three financial years with the highest annual turnover among the last five financial years shall be considered for calculating the average annual turnover to estimate the financial capability of the Bidder.</p> <p>The Bidders should provide information regarding the above based on audited annual accounts for the last 5 (five) financial years preceding the Proposal Due date. The financial years would be the same as the one normally followed by the Bidder for its Annual Report.</p>
43.	Part I- Instructions to Bidders - Appendix 7	Table of Appendix 7	Modified Table in Appendix 7. Refer – Appendix B of this Amendment No. 1.
44.	Part I- Instructions to		Addition of Annex II of Appendix 7. Refer Appendix C of this Amendment No. 1





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Sr No	Reference Clause/Para	Earlier Clause	Modified Clause														
	Bidders - Appendix 7																
45.	Part I- Instructions to Bidders – Table 4.5	<table><tr><th colspan="2">Table 4.5:Financial Capability Criteria – Alternative 1</th></tr><tr><th>Bidder Description</th><th>Financial Capability Criteria</th></tr><tr><td>Type 1 Bidder</td><td>Alternative 1: Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. X millions.</td></tr><tr><td>Type 2 Bidder</td><td>Alternative 1 : Net worth of the Bidder as at the end of the last financial year (March 31, 2021) shall be at least equal to Rs. Z millions along with an undertaking to increase the Net Worth to at least Rs. X millions in terms of the conditions set out in Appendix 12 Bidder shall be existence for more than a year, where the Bidder is the Successful Bidder.</td></tr></table>	Table 4.5:Financial Capability Criteria – Alternative 1		Bidder Description	Financial Capability Criteria	Type 1 Bidder	Alternative 1: Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. X millions.	Type 2 Bidder	Alternative 1 : Net worth of the Bidder as at the end of the last financial year (March 31, 2021) shall be at least equal to Rs. Z millions along with an undertaking to increase the Net Worth to at least Rs. X millions in terms of the conditions set out in Appendix 12 Bidder shall be existence for more than a year, where the Bidder is the Successful Bidder.	<table><tr><th colspan="2">Table 4.5:Financial Capability Criteria – Alternative 1</th></tr><tr><th>Bidder Description</th><th>Financial Capability Criteria</th></tr><tr><td>Type 1 Bidder</td><td>Alternative 1: Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. X millions. Or The Average Annual Turnover calculated in terms of Clause 4.2.2.1 (b) shall be at least equal to three times of Rs. X millions.</td></tr></table>	Table 4.5:Financial Capability Criteria – Alternative 1		Bidder Description	Financial Capability Criteria	Type 1 Bidder	Alternative 1: Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. X millions. Or The Average Annual Turnover calculated in terms of Clause 4.2.2.1 (b) shall be at least equal to three times of Rs. X millions.
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Bidder Description	Financial Capability Criteria																
Type 1 Bidder	Alternative 1: Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. X millions.																
Type 2 Bidder	Alternative 1 : Net worth of the Bidder as at the end of the last financial year (March 31, 2021) shall be at least equal to Rs. Z millions along with an undertaking to increase the Net Worth to at least Rs. X millions in terms of the conditions set out in Appendix 12 Bidder shall be existence for more than a year, where the Bidder is the Successful Bidder.																
Table 4.5:Financial Capability Criteria – Alternative 1																	
Bidder Description	Financial Capability Criteria																
Type 1 Bidder	Alternative 1: Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. X millions. Or The Average Annual Turnover calculated in terms of Clause 4.2.2.1 (b) shall be at least equal to three times of Rs. X millions.																





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Sr No	Reference Clause/Para	Earlier Clause	Modified Clause
		<div data-bbox="316 1391 571 1592"> <p>Type 4 Bidder</p> <p>Alternative 1: Aggregate Net worth of the Consortium as at the end of the last financial year shall be at least equal to Rs. X millions.</p> </div> <p>Financial Capability Criteria - Alternative 2 (for Type 1, 2 & 4): Net worth of the Bidder or aggregate Net worth of the Members of Consortium as the case may be, as at the end of the last financial year shall be at least three times of Rs. X or Z millions ..</p>	<div data-bbox="316 763 746 965"> <p>Type 2 Bidder</p> <p>Alternative 1 : Net worth of the Bidder as at the end of the last financial year (March 31, 2021) shall be at least equal to Rs. Z millions along with an undertaking to increase the Net Worth to at least Rs. X millions in terms of the conditions set out in Appendix 12 Bidder shall be existence for more than a year, where the Bidder is the Successful Bidder.</p> </div> <div data-bbox="746 360 1161 965"> <p>Type 4 Bidder</p> <p>Alternative 1: Aggregate Net worth of the Members of the Consortium as at the end of the last financial year shall be at least equal to Rs. X millions. OR</p> <p>The aggregate Average Annual Turnover of the Members calculated in terms of Clause 4.2.2.1 (b) shall be at least equal to three times of Rs. X millions.</p> </div> <p>Financial Capability Criteria - Alternative 2 (for Type 1, 2 & 4): Net worth of the Bidder or aggregate Net worth of the Members of Consortium as the case may be, as at the end of the last financial year shall be at least three times of Rs. X or Z millions. For</p>





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Sr No	Reference Clause/Para	Earlier Clause	Modified Clause
46.	Part I - Instructions to Bidders Clause 4.2.2.2	The Proposal must be accompanied by the audited annual financial statements of the Bidder (in case of Consortium, financials of Lead Members and other members of the Consortium would be considered for evaluating the financial capability) for the most recent financial year.	avoidance of doubt Alternative 2 is not applicable for Bidders who are claiming Financial Capability in terms of Clause 4.2.2.1 (b)
47.	Part I - Instructions to Bidders Clause 4.3.3.3	For the purpose of analysis and evaluation, figures from the latest audited annual financial statement would be considered.	The Proposal must be accompanied by the audited annual financial statements of the Bidder (in case of Consortium, financials of Lead Members and other members of the Consortium would be considered for evaluating the financial capability) for the last 5 (five) financial years.
48.	Part I - Instructions to Bidders Clause 4.3.3.4	Audited financial statements and submission made by the Bidder shall be used to calculate the Financial Capability for the Bidder in terms of net worth set out in Clause 0 i.e. Calculated Financial Capability ("CFC")	For the purpose of analysis and evaluation, figures from the latest 5 (five) audited annual financial statement would be considered.
49.	Part I - Instructions to Bidders Clause	Eligible Financial Capability ("EFC") of a Bidder shall be CFC less minimum net worth (i.e.) Financial Capability Criteria for the Cluster, where the Bidder has quoted the lowest CYOF. While	Audited financial statements and submission made by the Bidder shall be used to calculate the Financial Capability for the Bidder in terms of net worth and Average Annual Turnover as set out in Clause 4.2.2.1. Out of the two aforementioned criteria, Calculated Financial Capability ("CFC") shall be higher of : (a) Net worth at the end of most recent financial year, and (b) Average Annual Turnover for the three (3) financial years calculated in terms of Clause 4.2.2.1 (b).

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Sr No	Reference Clause/Para	Earlier Clause	Modified Clause
	4.3.6	calculating EFC, Bidder who has quoted lowest CYOF in the previous ² bidding rounds and / or bidding process is presently in progress for the Scheme (i.e.) for Cluster No. 14CLF, 16BCLF, Cluster E1, Cluster 3 CLF and Cluster 4 CLF as the case may be shall also be taken in to account and minimum net worth requirements for such Cluster(s) where Bidder has quoted lowest CYOF shall also be reduced from the CFC. Cluster 3, 4 and 5 though already awarded but are restructured as 3 CLF and 4 CLF through this bidding process and shall not be considered for reducing from the CFC.	Turnover 4.2.2.1 (b)(i.e.) Financial Capability Criteria for the Cluster, where the Bidder has quoted the lowest CYOF. While calculating EFC, Bidder who has quoted lowest CYOF in the previous ² bidding rounds and / or bidding process is presently in progress for the Scheme (i.e.) for Cluster No. 14CLF, 16BCLF, Cluster E1, Cluster 3 CLF and Cluster 4 CLF as the case may be shall also be taken in to account and minimum net worth requirements for such Cluster(s) where Bidder has quoted lowest CYOF shall also be reduced from the CFC. Cluster 3, 4 and 5 though already awarded but are restructured as 3 CLF and 4 CLF through this bidding process and shall not be considered for reducing from the CFC.



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Appendix A

Appendix 18: Format for Annual Operating Costs

For Cluster No. E1 and E2

Cost Category	Cost Item	Item	Percentage to Annual Cost Estimates (“%”)	INR
A	Capital Charge	(a)	(b)	
Buses	Cost of Bus including Battery and Battery Management System	1		
	Sub-Total (1)	2		
Other Assets	Power Infrastructure at Depots Other Locations etc. Separately for Each Depot/ Location	3		
	Cost of Chargers List All Types with corresponding details	4		
	Other Assets	5		
	Other Assets – Rentals such as passenger facility charges (stand fee), Bus Depot charges	6		
	Statutory Expense including insurances, Permit Cost, Road Tax, Fitness Cost etc.**	7		
	Sub- Total (3+4+5+6+7)	8		

** Cost related to Insurance, Permit cost (if applicable), Road Tax, Fitness Cost etc. need to be given separately for each item. In case of and variation/ increase/ decrease in these costs by any competent authority/ Govt/ DoT, the CYF for the purpose of payment shall be adjusted accordingly.

Cost Category	Cost Item	Item	Percentage to Annual Cost Estimates (“%”)	INR
B1	Consumables Charge	(a)	(b)	(c)
Bus Operational Costs	Electricity**	9	x	x
	Sub- Total (9)	10	x	x

** DoT shall bear the cost towards charging of electric buses upto consumption @1.3 kWh

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for every service kilometer. For details refer Clause 2.4 of Schedule 5 of Draft Concession Agreement.

Cost Category	Cost Item	Item	Percentage to Annual Cost Estimates (“%”)	INR
B2	Consumables Charge	(a)	(b)	(c)
Bus Operational Costs	Oils/Lubricants	11		
	Spare Parts / Consumables	12		
	Tyres / Tubes	13		
	Sub- Total (11+12+13)	14		

Cost Category	Cost Item	Item	Percentage to Annual Cost Estimates (“%”)	INR
C	Manpower and Overheads Costs	(a)	(b)	(c)
Bus Operational Costs	Drivers	15		
	Inspectors / Supervisors	16		
	Cleaners	17		
	Charging Infra. Personnel	18		
Bus Repairs & Maintenance	Mechanics/ Maintenance Staff	19		
	Bus Refurbishment	20		
Other Repairs & Maintenance (non-bus)	Building & Ground Maintenance	21		
	Plant & Equipment Maintenance	22		
Other Bus Related Costs	Security Services	23		
	Support Vehicles – Operating & Maintenance Costs	24		
	Others	25		
	Sub – Total (15 to 25)	26		
Utilities	Telecommunications	27		
	Electricity Energy Consumption	28		
	Water, Sewerage charges	29		
	Sub- Total (27+28+29)	30		
Administration and Overheads	Directors and Senior Management	31		

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Cost Category	Cost Item	Item	Percentage to Annual Cost Estimates (“%”)	INR
C	Manpower and Overheads Costs	(a)	(b)	(c)
	Other Administrative Staff	32		
	Accounting & Audit Fees, Bank Fees & Charges, Legal Expenses, Fringe Benefit Tax, Insurance (non-bus), Rent & Rates	33		
	General Office and Miscellaneous Expenditure	34		
	Sub- Total (30 to 34)	35		
	TOTAL (14+26+30+35)	36	100.00	

Cost of Bus	(INR)
All inclusive Cost of Bus (including all applicable taxes, levies, duties, GST etc.)	

Proforma providing following details would need to be provided : Description	Quantity	Basic Cost	Details of all applicable taxes, levies, duties, GST etc.
Cost of Bus excluding Battery and Battery Management System			
Cost of Battery and Battery Management System			
Cost of Chargers List All Types with corresponding details			
Power Infrastructure at Depots (Parent Depot, Other Locations) etc. Separately for Each Depot/ Location			





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Note A: The Bidder needs to provide cost details that has been considered for preparation of the bid and arriving at the CYOF. The Bid shall be governed by the Anti Profiteering Rules under GST by Govt of India. Any reduction in GST or any other tax in future on any component would need to be passed on to the DoT. Any further clarification/ additional information/ calculation in support of above information may be provided by as annexure to this format by the Bidder.

Note B:

1. *Format to be separately submitted for each Project*
2. *The OEM shall ensure that cost of Bus provided above does not vary across Bidders/ Projects for the same model and bus specifications. The OEM will certify equal cost of bus to all Bidders. The OEM shall offer same cost and level playing terms and conditions for the same model of bus to all participant Bidders to ensure that the OEM does not vitiate the bidding process. Failure to adhere to aforesaid requirements shall result in rejection of OEM. In case of any variation in the bus cost for same model No. of the bus amongst two or more Bidders, the Bids of all such Bidders shall be rejected.*
3. *The Bidder shall provide the proforma cost of the Bus to be supplied under the Project.*





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Appendix B

Table of Appendix 7 Part I- Instructions to Bidders of RFQP

(Equivalent in Rs. Millions)

Bidder*	Net Worth	Annual Turnover				
		Year 1 (As on -----)	Year 1 (From ---- to ----)	Year 2 (From ---- to ----)	Year 3 (From ---- to ----)	Year 4 (From ---- to ----)
Sole Bidder						
		or				
Lead Member of Consortium						
Other member 1						
Other member 2						
Other member 3						
Other member 4						
Total						

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Appendix C

Annex-II of Appendix 7

Financial Capacity of the Bidder Average Annual Turnover

On Statutory Auditor's letterhead} [In case of Consortium, all members should provide the Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s _____ . The Annual Turnover of the bidder _____ (name of the Bidder) for the last 5 (Five) Financial Years as per Audited statements are as follows;

Bidder*	Annual Turnover (Rs. Millions)
Year 1 (From ---- to ----)	
Year 2 (From ---- to ----)	
Year 3 (From ---- to ----)	
Year 4 (From ---- to ----)	
Year 5 (From ---- to ----)	

The Average Annual Turnover for the best performing three years among the aforesaid Five years is Rs. _____ (Rupees _____)

*To be provided from Audited statement. Audited Annual Reports to be attached.

Format may be suitably modified by the Statutory Auditor to reflect the correctness in assessment. This format also needs to be modified based on Type of Bidder e.g. Proprietorship, Partnership, AIF, VCF etc.

(Signed and Sealed by the Statutory Auditor)



Transport Department - GNCTD

Replies to Queries No. 1 - Request for Qualification and Proposal for Cluster Nos. E1 and E2 Operation of Private Stage Carriage Services dated October, 2021

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
1.	Draft Concession Agreement/ 1.1	<p>Definitions and Interpretations</p> <p>"Assured Fleet Availability" Means 95% fleet availability in the morning shift and evening shift respectively on all the 07 (seven) days except on national holidays, Holi & Deepawali festivals during the concession period. It will not include buses under police custody, <u>if exceeds then 2 (two) % of fleet</u></p> <p>"Assured Fleet Availability" Means 95% fleet availability in the morning shift and evening shift respectively on all the 07 (seven) days except on national holidays, Holi & Deepawali festivals during the concession period. It will not include buses under police custody, if exceeds then 2 (two) % of fleet</p> <p>To be on actual basis.</p>	RFQP conditions shall prevail.
2.	Draft Concession Agreement/ 1.1	<p>Definitions and Interpretations</p> <p>"Debt Due" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding and payable to the Senior Lenders under the Financing Documents excluding working capital and Performance Bank Guarantee/Security:</p> <p>(i) the principal amount of the debt excluding working capital and Performance Bank Guarantee/Security provided by the Senior Lenders under the Financing Documents for financing the Project (the "principal") which is outstanding as on the Termination Date but excluding any part of the</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>principal that had fallen due for repayment one year prior to the Termination Date unless such repayment had been rescheduled with the prior consent of DoT; and</p> <p>(ii) all accrued interest, financing fees and charges payable on or in respect of the debt referred to in sub-clause (i) above upto the date preceding the Termination Date but excluding (a) any interest, fees or charges that had fallen due one year prior to the Termination Date, and (b) penal interest or charges, payable under the Financing Documents to any Senior Lender.</p> <p>"Debt Due" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding and payable to the Senior Lenders under the Financing Documents including Subsidy Bank Guarantee but excluding working capital and Performance Bank Guarantee/Security:</p> <p>(i) the principal amount of the debt excluding working capital and Performance Bank Guarantee/Security provided by the Senior Lenders under the Financing Documents for financing the Project (the "principal") which is outstanding as on the Termination Date but excluding any part of the principal that had fallen due for repayment one year prior to the Termination Date unless such repayment had been rescheduled with the prior consent of DoT; and</p> <p>(ii) all accrued interest, financing fees and charges payable on or in respect of the debt referred to in sub-clause (i) above upto the date preceding the Termination Date but excluding (a) any interest, fees or charges that had fallen due one year prior to the Termination Date, and (b) penal interest or charges, payable under the Financing Documents to any Senior Lender.</p> <p>As subsidy is part of Total Project cost and same is getting released by Subsidy BG, accordingly we have requested for inclusion.</p>	
3.	Draft Concession Agreement/ 2.7	<p>Concession</p> <p>DoT reserves the right at its option to extend this Concession Agreement by a further period or periods up to two (2) years by notifying the Concessionaire at least one month prior to the expiry of the period specified in clause 2.1.</p> <p>DoT reserves the right at its option to extend this Concession Agreement by a further period or periods up to two (2) years by notifying the Concessionaire at least six (6) months prior to the expiry of the period specified in clause 2.1.</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Extension of agreement with AMC, Operator will be required, hence timeline of six month is sought in order to ensure smooth transition	
4.	Draft Concession Agreement/ 3.1.7	<p>Operation of Concession</p> <p>Stage Carriage Services as part of the Project shall, in usual course, be provided in the Cluster; however, DoT reserves the right to add, delete or modify any city route in Delhi with 20% flexibility or limited service trips from time to time having regard to public transportation requirements</p> <p>Stage Carriage Services as part of the Project shall, in usual course, be provided in the Cluster; however, DoT reserves the right to add, delete or modify any city route in Delhi with 20% flexibility or limited service trips from time to time having regard to public transportation requirements, provided DoT makes payment for Assured Annual Bus Kilometers</p> <p>Included for clarity</p>	RFQP conditions shall prevail.
5.	Draft Concession Agreement/ 4.7	<p>Revenue</p> <p>Performance Adjustment, excluding on account of Accidents as set out in Schedule 3, shall not be applied for the initial three months from the commencement of each Route. Based on feedback during this period, UTT and Performance Adjustments may be revised at the sole discretion of DoT acting on recommendation of IM.</p> <p>Performance Adjustment, excluding on account of Accidents as set out in Schedule 3, shall not be applied for the initial three months from the commencement of each Route. Based on feedback during this period, UTT and Performance Adjustments may be revised at the sole discretion of DoT acting on recommendation of IM and representation of Concessionaire</p> <p>Input from Concessionaire to also be reviewed by DoT</p>	RFQP conditions shall prevail.
6.	Draft Concession Agreement/ 5.1.c.i	<p>Obligations of DoT</p> <p>open a Designated Account</p> <p>open a Designated Escrow Account with Concessionaire and Lender's Representatives</p> <p>In line with Model Concession Agreement we are requesting Authority to include Lender Representative as a party to the Designated Escrow Agreement. Lender requires visibility on the cash flows and a mechanism to monitor the same.</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
7.	Draft Concession Agreement/ 5.1.f	<p>Obligations of DoT</p> <p>(i) Bus depot upon Concessionaire 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 and covered under the Stage Carriage permits in a Cluster including the reserve fleet;</p> <p>(ii) passenger facility charges upon Concessionaire making a payment of Rs. 10,000/- per Stage Carriage per month on the actual number of buses registered and covered under the stage carriage permits in a Cluster including the reserve fleet, where any change in charge for the aforesaid shall paid for/payable to DoT;</p>	RFQP conditions shall prevail.
		<p>(i) Bus depot upon Concessionaire making a payment of Rs. 90,000/- per year increased at same rate as increase CYF at the end of each year per Stage Carriage on the actual number of buses registered and covered under the Stage Carriage permits in a Cluster including the reserve fleet;</p> <p>(ii) passenger facility charges upon Concessionaire making a payment of Rs. 10,000/- per Stage Carriage per month on the actual number of buses registered and covered under the stage carriage permits in a Cluster including the reserve fleet, where any change in charge for the aforesaid shall paid for/payable to DoT;</p> <p>Increase in payment to be inline with increase in revenue.</p>	
8.	Draft Concession Agreement/ 5.1.h.vi	<p>Obligations of DoT</p> <p>The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till for the Concession Period from the date of signing of the Concession Agreement</p> <p>The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till</p>	Please refer Amendment No. 1

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from Purchase
		for period of 5 years from the date of signing of the Concession Agreement with 20% reduction per annum in BG amount Inline with condition mentioned in Model Concession Agreement & BEST tender	
9.	Draft Concession Agreement/ 5.1.h.iv	<p>Obligations of DoT</p> <p>The Subsidy shall be payable by DoT, GNCTD only after start of actual operation of entire cluster, meeting the mandated service schedule.</p> <p>The Subsidy shall be payable by DoT, GNCTD in three tranches of 20% (upon signing of Concession Agreement), 40% (upon COD of each Lot), 40% (6 month post COD of each Lot) in line with conditions of FAME II</p> <p>In line with condition mentioned in Model Concession Agreement</p>	Please refer Amendm
10.	Draft Concession Agreement, 7.2.1.g	<p>Obligations of Concessionaire</p> <p>release and indemnify DoT and IM, their employees, agents and contractors from and against all liability for death or personal injury, loss of or damage to property (including property belonging to DoT or for which it is responsible and including GNCTD Infrastructure Facilities) and any other loss, damage, cost and/or expense which may arise out of or in the course of or by reason of the performance or non-performance of this Agreement by the Concessionaire, it's employees or agents whether such injury, loss, damage, cost and/or expense be caused by negligence or otherwise provided always that the Concessionaire shall not be liable to indemnify DoT and IM for any injury, loss, damage, cost and/or expense to the extent that the negligence of DoT or IM, their employees, agents or contractors is shown to have contributed to the said injury, loss, damage, cost and/or expense</p> <p>release and indemnify DoT and IM, their employees, agents and contractors from and against all liability for death or personal injury, loss of or damage to property (including property belonging to DoT or for which it is responsible and including GNCTD Infrastructure Facilities) and any other loss, damage, cost and/or expense which may arise out of or in the course of or by reason of the performance or non-performance of this Agreement by the Concessionaire, it's employees or agents whether such injury, loss, damage, cost and/or expense be caused by negligence or otherwise provided always that the Concessionaire shall not be liable to indemnify DoT and IM for any injury, loss, damage, cost and/or expense to the extent that the negligence or gross misconduct or wilful default of DoT or IM, their employees, agents or contractors is shown to have contributed to the said injury, loss, damage, cost and/or expense</p>	RFQP conditions shal

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
11.	Draft Concession Agreement, 7.2.2.k	Standard carve out for indemnity clause Obligations of Concessionaire provide necessary supports, brackets, electrical connections for installation of equipment related to FCS and other On-board Equipment provide necessary supports, brackets, electrical connections for installation of equipment related to FCS and other On-board Equipment <u>given such activities does not hinder Concessionaire in fulfilling any other obligation of this agreement</u> For clarity. Activities to be scheduled so that UTT is not breached.	RFQP conditions shall prevail.
12.	Draft Concession Agreement, 7.2.2.m	Obligations of Concessionaire provide access to and assist operations of On-board Equipment provide access to and assist operations of On-board Equipment <u>given such activities does not hinder Concessionaire in fulfilling any other obligation of this agreement</u> For clarity. Activities to be scheduled so that UTT is not breached.	RFQP conditions shall prevail.
13.	Draft Concession Agreement, 7.2.2.y	Obligations of Concessionaire maintain a complete and correct set of records pertaining to all activities relating to the performance of the Stage Carriage Services and the Concessionaire's obligations under this Agreement and all transactions entered into by the Concessionaire for the purposes of the this Agreement (including data where such records are material to the calculation to the Performance Standards, project monitoring and payment. ("Records"). The aforesaid shall be maintained during the Term and for a period of not less than four (4) years from expiry of this Agreement ("Retention Period") or handed over to DoT in case of Termination maintain a complete and correct set of records pertaining to all activities relating to the performance of the Stage Carriage Services and the Concessionaire's obligations under this Agreement and all transactions entered into by the Concessionaire for the purposes of the this Agreement (including data where such records are material to the calculation to the Performance Standards, project monitoring and payment. ("Records"). The aforesaid shall be maintained during the Term and for a period of not less than six (6) months from expiry of this Agreement ("Retention Period") or handed over to DoT in case of Termination at written request of DoT Reasonable timeline included.	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
14.	Draft Concession Agreement, 7.2.2bb	<p>Obligations of Concessionaire</p> <p>for Basic Services, where required by DOT or IM, the driver of the Stage Carriage to issue Tickets provided by DOT/IM to the passengers and deposit the Fare so collected along with detailed account with IM within the time specified by IM</p> <p>To be removed.</p> <p>Ticket collection to be sole responsibility of Conductor</p>	RFQP conditions shall prevail.
15.	Draft Concession Agreement, 7.2.2.mm	<p>Obligations of Concessionaire</p> <p>Concessionaire shall be responsible for entire operations and maintenance of all power infrastructure beyond the switching/ metering point of power distribution company and upto the LT point for the entire Concession Period</p> <p>Concessionaire shall be responsible for entire operations and maintenance of all power infrastructure beyond the switching/ metering point of power distribution company and upto the LT point for the entire Concession Period, provided that power infrastructure is for exclusive utilization of Concessionaire. In case the infrastructure utilized by other Buses (DTC or private) upon request/order of DOT/DTC/GNCTD, maintaining the power infrastructure shall be the sole responsibility of DOT and non-availability of charging infra due to non-maintenance shall constitute Force Majeure.</p> <p>Included for clarity.</p>	Please refer Amendment No. 1.
16.	Draft Concession Agreement 7.2.4.w	<p>Obligations of Concessionaire</p> <p>replace or reimburse all costs associated with replacement / repair of On-board Equipment, where such damage/loss/theft is due to negligence of the Concessionaire and where such equipment are replaced by DOT/IM/ its agencies, the Concessionaire shall pay at 1.25 times the cost for replacement/repair</p> <p>replace or reimburse all costs associated with replacement / repair of On-board Equipment, where such damage/loss/theft is due to negligence of the Concessionaire and where such equipment are replaced by DOT/IM/ its agencies, the Concessionaire shall pay at 1.25 times the cost for replacement/repair</p> <p>To be on actual basis.</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
17.	Draft Concession Agreement 7.2.5.4.b	<p>Obligations of Concessionaire</p> <p>The DoT shall depute a team of experts for undertaking a review of the Designs and Drawings and for submitting a report (the "Design Report") to the DoT within 15 (fifteen) days from the date of receiving the Designs and Drawings. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the DoT to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such Designs and Drawings by the DoT.</p> <p>The DoT shall depute a team of experts for undertaking a review of the Designs and Drawings and for submitting a report (the "Design Report") to the DoT within 15 (fifteen) days from the date of receiving the Designs and Drawings. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the DoT to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such Designs and Drawings by the DoT. <u>In case Design Report not submitted within 15 days, timeline for compliance of other Obligations of Concessionaire to be increased commensurately.</u></p> <p>Concessionaire to not be penalized for any inadvertent delay from authority end.</p>	RFQP conditions shall prevail.
18.	Draft Concession Agreement 7.2.5.5.b	<p>Obligations of Concessionaire</p> <p>The Concessionaire shall, with at least 4 (four) weeks' notice to the DoT, convey the date, schedule and type of tests that shall be conducted on the Prototype at the manufacturer's plant and the DoT shall have the right, but not the obligation, to nominate its representative to witness the tests. It is clarified that all costs incurred on account of the visit of DoT's representatives to the manufacturer's plant shall be borne by the Concessionaire.</p> <p>The Concessionaire shall, with at least <u>2 (two)</u> weeks' notice to the DoT, convey the date, schedule and type of tests that shall be conducted on the Prototype at the manufacturer's plant and the DoT shall have the right, but not the obligation, to nominate its representative to witness the tests. It is clarified that all costs incurred on account of the visit of DoT's representatives to the manufacturer's plant shall be borne by the Concessionaire.</p> <p>Reasonable timeline included.</p>	RFQP conditions shall prevail.
19.	Draft Concession Agreement	<p>Obligations of Concessionaire</p> <p>In the event that the Concessionaire fails to procure the Prototype within the period specified in Clause 13.4.1, the DoT may recover from the Concessionaire an amount equal to 0.5% (zero point five per</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
	7.2.5.6.b	cent) of the Performance Security as Damages for each day, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Performance Security. In the event that the Concessionaire fails to procure the Prototype within the period specified in Clause 13.4.1, the DoT may recover from the Concessionaire an amount equal to 0.5% (zero point five per cent) of the Performance Security as Damages for each day, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Performance Security and provided that such delay is not caused due to delay in timely fulfillment of Obligations of IM/DoT.	
20.	Draft Concession Agreement 7.2.5.7.c	Included for clarity. Concessionaire to not be penalized for any inadvertent delay from authority end. Obligations of Concessionaire The Parties expressly agree that conducting Tests by the DoT shall not relieve or absolve the Concessionaire of its obligations and liabilities under this Agreement in any manner whatsoever The Parties expressly agree that conducting Tests by the DoT shall not relieve or absolve the Concessionaire of its obligations and liabilities under this Agreement in any manner whatsoever. <u>However in case Prototype Acceptance is submitted after 30 days timeline. Timeline for compliance of subsequent Obligations of Concessionaire to be increased commensurately.</u>	RFQP conditions shall prevail.
21.	Draft Concession Agreement 7.2.6.2.i	Concessionaire to not be penalized for any inadvertent delay from authority end. Obligations of Concessionaire The cost of bus for the purpose of calculation may be taken as per invoice cost or the cost indicated in the bid, whichever is lower. The cost of bus for the purpose of calculation may be taken as per invoice cost or the cost indicated in the bid derived basis the FAME II guideline, whichever is lower.	Please refer Amendment No. 1
22.	Draft Concession Agreement	As per Model Concession Agreement, FAME II guideline Obligations of Concessionaire Subsidy shall be disbursed only after start of actual operation of entire cluster, meeting the mandated service schedule	Please refer Amendment No. 1

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Str. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
	7.2.6.2.ii	Subsidy shall be disbursed in three tranche of <u>20% (upon signing of Concession Agreement), 40% (upon COD of each Lot), 40% (6 month post COD of each Lot) in line with conditions of FAME II</u>	
23.	Draft Concession Agreement 7.2.6.2.iii	As per Model Concession Agreement Obligations of Concessionaire The Subsidy Bank Guarantee shall be deposited by the Concessionaire for entire Concession Period and for entire subsidy amount as calculated in Article 5.1 (n) (ii) of this Agreement. The Subsidy Bank Guarantee shall be deposited by the Concessionaire <u>for total tenor of 5 years from issuance with 20% reduction per annum.</u>	Please refer Amendment No. 1
24.	Draft Concession Agreement 10.2	As per Model Concession Agreement Obligations of Concessionaire In exceptional circumstances, on the written request from the Concessionaire for extension of End Dates together with adequate justification thereof, DoT may consider such request, and where appropriate, permit suitable extension upto One Hundred and Eighty (180) days, and which may be further extended for good and sufficient reasons by another Ninety (90) days and, if considered necessary, by a further period not exceeding Ninety (90) days. DoT shall, consult and will consider the recommendation provided by IM, before accepting or rejecting any request for extension by the Concessionaire. In the event Concessionaire is not able to achieve COD within such extended period, it shall be deemed a Concessionaire Event of Default. In exceptional circumstances, on the written request from the Concessionaire for extension of End Dates together with adequate justification thereof, DoT may consider such request, and where appropriate, permit suitable extension upto One Hundred and Eighty (180) days, and which may be further extended for good and sufficient reasons by another Ninety (90) days and, if considered necessary, by a further period not exceeding Ninety (90) days. DoT shall, consult and will consider the recommendation provided by IM, before accepting or rejecting any request for extension by the Concessionaire. In the event Concessionaire is not able to achieve COD within such extended period, it shall be deemed a Concessionaire Event of Default <u>unless the same is not part of Force Majeure.</u> Included for clarity. Force Majeure event to not lead to Event of Default	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries			Clarification from Purchaser
25.	Draft Concession Agreement 10.5	<p>Obligations of Concessionaire</p> <p>Notwithstanding the above, in the event of delay beyond 60 days for any of the Project Milestones date/s, the DoT shall be entitled to terminate this Agreement in accordance with the provisions of Clause 17.1.1 (2) of this Agreement.</p> <p>Notwithstanding the above, in the event of delay beyond 60 days for any of the Project Milestones date/s, the DoT shall be entitled to terminate this Agreement in accordance with the provisions of Clause 17.1.1 (2) of this Agreement, <u>provided that such account is not on account of DoT/Authority Default or Force Majeure</u></p>			RFQP conditions shall
26.	Draft Concession Agreement 11.8	<p>Included for clarity. Force Majeure event to not lead to Termination</p> <p>Financing Arrangements</p> <p>The DoT shall, at the time of opening the Designated ESCROW Account, give irrevocable instructions, under the ESCROW Agreement, to the Designated ESCROW account Bank instructing, inter alia, that deposits in the Designated ESCROW Account shall be appropriated in the following order based on the receipt of relevant demand or instructions:</p> <ol style="list-style-type: none"> all taxes due and other statutory dues relating to this project Concessionaire Payment in a Designated Account of Concessionaire (as conveyed jointly by Concessionaire and Senior Lender/ Lenders' Representative) after deducting any taxes/charges under Applicable Law and as specified under the Concession Agreement. Provided, however, the ESCROW Account can only be operated at all times by the DoT and DoT will maintain amount equivalent of three months dues to the Concessionaire in the ESCROW Account at all time throughout the contract period <p>Requirement of Lender, leads to better price discovery</p>			RFQP conditions shall
27.	Draft Concession Agreement 14.1	<p>Fare Collection System</p> <p>The Concessionaire hereby agrees to provide all support to DoT, IM or its appointed agents the right to use necessary infrastructure belonging to the Concessionaire for the purpose of implementing FCS at all times during the subsistence of this Agreement.</p> <p>The Concessionaire hereby agrees to provide all support to DoT, IM or its appointed agents the right to use necessary infrastructure belonging to the Concessionaire for the purpose of implementing FCS</p>			RFQP conditions shall

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from Purchaser
		<u>hinder/impece operations of Concessionaire as per UTT and that such implementation are done by FCS at its own cost.</u>	
28.	Draft Concession Agreement 14.2	<p>For clarity. Activities to be scheduled so that UTT is not breached.</p> <p>Fare Collection System</p> <p>The Concessionaire must ensure that all passengers use the FCS in terms of the guidelines provided for cooperation between Concessionaire and DoT, IM or its agents.</p> <p>The Concessionaire must ensure <u>to the best of its ability</u> that all passengers use the FCS in terms of the guidelines provided for cooperation between Concessionaire and DoT, IM or its agents.</p>	RFQP conditions shall
29.	Draft Concession Agreement 14.3	<p>Fare Collection System</p> <p>The Concessionaire must cooperate with the DoT, FCS provider in all respects to ensure that the FCS is properly maintained and functioning at all times. Where necessary provide its vehicle towards inspection, maintenance, data loading/ uploading.</p> <p>The Concessionaire must cooperate with the DoT, FCS provider in all respects to ensure <u>to the best of its ability</u> that the FCS is properly maintained and functioning at all times. Where necessary provide its vehicle towards inspection, maintenance, data loading/ uploading, <u>provided such support does not hinder/impece operations of Concessionaire as per UTT.</u></p>	RFQP conditions shall
30.	Draft Concession Agreement 16.1	<p>Force Majeure</p> <p>As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect political Event and/or Political Event as defined hereinafter which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money and (iii) has a Material Adverse Effect on the performance of the Affected Party.</p> <p>As used in this Agreement, a Force Majeure Event shall mean occurrence in India <u>or any country from which Bus or any of its key component is imported</u> of any or all of Non Political Event</p>	RFQP conditions shall

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Indirect political Event and/or Political Event as defined hereinafter which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money and (iii) has a Material Adverse Effect on the performance of the Affected Party.	
31.	Draft Concession Agreement 16.2.i	Included for clarity as key components of electric buses like semiconductor chips and battery are imported Force Majeure acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Concession premises) or landslide; acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions <u>(including fog/smog which limits visibility)</u> , lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Concession premises) or landslide;	RFQP conditions shall prevail.
32.	Draft Concession Agreement 16.6.g	Included for clarity Force Majeure Concession Period to be extended for duration commensurate with duration of Force Majeure event in which operations as per UTT could not be conducted and Concessionaire to be paid amount equal to interest of loan due to Senior Lenders for duration of Force Majeure event	RFQP conditions shall prevail.
33.	Draft Concession Agreement 16.8.1.b.iii	Necessary to include in order to ensure that Concessionaire does not default with senior lenders. Force Majeure 110% (one hundred ten per cent) of the Equity (subscribed in cash and actually spent on the Project) if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive years thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year, and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and half per cent) per annum.	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
34.	Draft Concession Agreement 16.8.1.c.iii	<p>110% (one hundred ten per cent) of the Equity (subscribed in cash and actually spent on the Project) if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive years thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year, and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and half per cent) per annum.</p> <p>As per Model Concession Agreement</p> <p>Force Majeure</p> <p>150% (one hundred fifty per cent) of the Equity (subscribed in cash and actually spent on the project) the if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year, and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and half per cent) per annum</p> <p>150% (one hundred fifty per cent) of the Equity (subscribed in cash and actually spent on the Project) the if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year, and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and half per cent) per annum</p> <p>As per Model Concession Agreement</p> <p>Event of Default and Termination of Contract</p>	RFQP conditions shall prevail.
35.	Draft Concession Agreement 17.1.2	<p>Save and except as otherwise provided in Clause 17.2, and without prejudice to any other right or remedy which DOT may have in respect thereof under this Agreement, upon a report from IM or otherwise about the occurrence of any breach or default by the Concessionaire under this Agreement including any Concessionaire Event of Default, DOT shall be entitled to terminate this Agreement by a communication in writing (the "Termination Notice") to the Concessionaire if the Concessionaire has failed to cure such breach or default within the period provided for the same in this Agreement provided that before issuing the Termination Notice, DOT shall by a notice in writing inform the Concessionaire of its intention to issue the Termination Notice (the "Preliminary Notice") and grant 15 (fifteen) days time to the Concessionaire to make its representation, if any, against such intended Termination Notice and shall after the expiry of said 15 (fifteen) day period whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Save and except as otherwise provided in Clause 17.2, and without prejudice to any other right or remedy which DoT may have in respect thereof under this Agreement, upon a report from IM or otherwise about the occurrence of any breach or default by the Concessionaire under this Agreement including any Concessionaire Event of Default, DoT shall be entitled to terminate this Agreement by a communication in writing (the "Termination Notice") to the Concessionaire if the Concessionaire has failed to cure such breach or default within the period provided for the same in this Agreement provided that before issuing the Termination Notice, DoT shall by a notice in writing inform the Concessionaire of its intention to issue the Termination Notice (the "Preliminary Notice") and grant <u>90 (ninety) days</u> time to the Concessionaire to make its representation, if any, against such intended Termination Notice and shall after the expiry of said 90 (ninety) day period whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice	
36.	Draft Concession Agreement 17.1.3	<p>Same timeline to be given to Concessionaire as given to Authority</p> <p>Event of Default and Termination of Contract</p> <p>DoT shall, if there be Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 17.1.2 to inform the Lenders and grant 90 (ninety) days to the Lenders, for notifying their intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event DoT receives such notice from the Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such notice or exercise its right of Suspension, as the case may be, for enabling the Lenders to exercise their right of substitution in accordance with the Substitution Agreement.</p> <p>DoT shall, if there be Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 17.1.2 to inform the Lenders and grant 90 (ninety) days to the Lenders, for notifying their intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event DoT receives such notice from the Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such notice or exercise its right of Suspension, as the case may be, for enabling the Lenders to exercise their right of substitution in accordance with the Substitution Agreement.</p> <p>Same timeline to be given to Concessionaire as given to Authority</p> <p>Event of Default and Termination of Contract</p>	RFQP conditions shall prevail.
37.	Draft Concession Agreement	<p>Same timeline to be given to Concessionaire as given to Authority</p> <p>Event of Default and Termination of Contract</p> <p>150% (one hundred fifty per cent) of the Equity (subscribed in cash and actually spent on the Project, if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
	17.4.2. iii	<p>the changes in WPI during such year and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and a half per cent) per annum.</p> <p>150% (one hundred fifty per cent) of the Equity <u>subscribed in cash and actually spent on the Project</u>, if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and a half per cent) per annum.</p>	
38.	Draft Concession Agreement 17.9	<p>As per Model Concession Agreement</p> <p>Event of Default and Termination of Contract</p> <p>On termination of this Agreement, DoT or IM shall not be liable to the Concessionaire for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with such termination</p> <p>On termination of this Agreement, DoT or IM shall not be liable to the Concessionaire for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with such termination, <u>provided that such termination does not occur on account of DoT/Authority Default</u></p>	RFQP conditions shall prevail.
39.	Draft Concession Agreement 23.3	<p>Included for clarity</p> <p>Assignment, Charges and sub-contracting</p> <p>Lenders of the Concessionaire may exercise the right of step in or substitute another person but the sole discretion to do so rests with DoT</p> <p>Lenders of the Concessionaire may exercise the right of step in or substitute another person <u>subject to DoT approval</u></p>	RFQP conditions shall prevail.
40.	Schedule 2 2.1	<p>Included for clarity</p> <p>General Design Feature</p> <p>The full forward control pure electric city bus shall have right hand drive design and be fitted with Electric Motor(s). The bus shall be designed and manufactured in accordance with the specifications & AIS-052: Code of Practice for Bus Body Design & Approval [Bus Code] amended up to date. The</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>bus shall be designed to carry commuters including in the city area with ease of boarding and alighting especially for ladies, children & senior citizens. 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 travelling speed of about 15 Kms per hour with starts/stops after every 200 to 300 m. To take care of the peak over load of about 20% the bus has to have buffer motor capacity in terms of KW 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</p> <p>The full forward control pure electric city bus shall have right hand drive design and be fitted with Electric Motor(s). The bus shall be designed and manufactured in accordance with the specifications & AIS-052: Code of Practice for Bus Body Design & Approval [Bus Code] amended up to date. 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. The bus design shall be suitable for daily operation of 16 to 20 hours in city service <u>with peak loading of seating capacity and standee capacity as certified per the payload and standee space availability in the bus as per CMVR and AIS 052</u>, average travelling speed of about 15 Kms per hour with starts/stops after every 200 to 300 m. To take care of the peak over load of about 20% the bus has to have buffer motor capacity in terms of KW 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</p> <p>Peak loading to inline with CMVR & AIS 052 guidelines.</p>	
41.	Schedule 3 1.10.1	<p>Assignment, Charges and sub-contracting</p> <p>The conductor or driver, (in case a conductor is not deployed in the bus), shall issue proper tickets against the fare collected, in the services operated in the Cluster. DoT/IM reserves the right to deploy conductors in buses in service either in the scope of the Concessionaire or subject to payment on mutually agreed rates of incremental cost to the Concessionaire. See Annexure G for more details.</p> <p>The conductor or driver, (in case a conductor is not deployed in the bus), shall issue proper tickets against the fare collected, in the services operated in the Cluster. DoT/IM reserves the right to deploy conductors in buses in service either in the scope of the Concessionaire or subject to payment on mutually agreed rates of incremental cost to the Concessionaire. See Annexure G for more details.</p>	RFQP conditions shall prevail.
42.	Schedule 3	<p>Ticket collection to be sole responsibility of Conductor</p> <p>Deductible and Non-Deductible Lost Kilometers</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
	3.3.2	<p>In exceptional circumstances, where the Concessionaire can demonstrate to IM and DoT that lost kilometerage was out of the control of the Concessionaire and the Trip was missed due to peculiar traffic conditions, rains, rallies, police action not specific to the Concessionaire, IM may waive the deductions. A classification of possible 'lost kilometerage' causes is set out in Annexure I. The Concessionaire would need to classify 'lost kilometerage' according to whether it is 'deductible' and therefore deemed to be within the control of the Concessionaire or 'non-deductible', caused by factors outside the Concessionaire's control.</p> <p>In exceptional circumstances, where the Concessionaire can demonstrate to IM and DoT that lost kilometerage was out of the control of the Concessionaire and the Trip was missed due to peculiar traffic conditions, <u>low visibility due to smog or fog</u>, rains, rallies, police action not specific to the Concessionaire, IM may waive the deductions. A classification of possible 'lost kilometerage' causes is set out in Annexure I. The Concessionaire would need to classify 'lost kilometerage' according to whether it is 'deductible' and therefore deemed to be within the control of the Concessionaire or 'non-deductible', caused by factors outside the Concessionaire's control.</p>	
43.	Schedule 9 3.1	<p>Included for clarity</p> <p>Depot</p> <p>There is no Municipal water supply available in the near vicinity. The Concessionaire to make own arrangement.</p> <p>There is no Municipal water supply available in the near vicinity. The Concessionaire to make own arrangement.</p> <p>Provision of same by authority will lead to lower operating cost and better price discovery.</p> <p>Rights and Obligation of Concessionaire</p>	RFQP conditions shall prevail.
44.	Draft Concession Agreement 7.2.2. hh	<p>The Concessionaire shall be responsible for refurbishment of Stage Carriages in show-room condition with completion of all missing components, reconditioning of major aggregates/assemblies/sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats etc. after completion of five years from date of registration of each Stage Carriage. However, the said refurbishment of Stage Carriages is required to be completed within a window of one year i.e. before completion of sixth year of date of registration of each Stage Carriage.</p> <p>The Concessionaire shall be responsible for refurbishment of Stage Carriages in <u>show-room road worthy</u> condition with completion of all missing components, reconditioning of major</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
45.	Annexure 1 to SCHEDULE E 5	<p>aggregates/assemblies/sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats etc. after completion of five years from date of registration of each Stage Carriage. However, the said refurbishment of Stage Carriages is required to be completed within a window of one year i.e. before completion of sixth year of date of registration of each Stage Carriage.</p> <p>The Concessionaire shall be responsible for refurbishment of Stage Carriages in road worthy condition with completion of all missing components, reconditioning of major aggregates/assemblies/sub-assemblies, replacement or repair of damaged body panels, replacement of cushions of passenger seats etc. after completion of five years from date of registration of each Stage Carriage. However, the said refurbishment of Stage Carriages is required to be completed within a window of one year i.e. before completion of sixth year of date of registration of each Stage Carriage.</p> <p>After completion of five years from the date of registration of each Stage Carriage, the payment will be subject to meeting the requirements in terms of Clause 7.2.2 (hh) of Concession Agreement. 50% of CYF shall be withheld till submission of Certificate of Refurbishment issued by vehicle manufacturer or his authorised network. Further, the withheld payment shall be released by IM/DoT to the Concessionaire for respective Stage Carriages without any interest on submission of the Stage Carriage wise Certificate of Refurbishment issued by vehicle manufacturer or his authorised network as required to be submitted to IM/DoT within a window of one year as specified in Clause 7.2.3 (hh) of Concession Agreement. However, the said withheld payment will be forfeited in case of delay in completion of Refurbishment work of each Stage Carriage beyond window of one year as specified in Clause 7.2.3 (hh) of Concession Agreement. In the said event, the payment of 50% of CYF shall restart only from the date of refurbishment of the Stage Carriage in accordance with the above Certificate. IM will cross verify the Certificate of Refurbishment on the ground for final acceptance for the purpose of release of payment</p> <p>After completion of five years from the date of registration of each Stage Carriage, the payment will be subject to meeting the requirements in terms of Clause 7.2.2 (hh) of Concession Agreement. <u>50% 10% of CYF for identified Stage Carriage (due for Refurbishment)</u> shall be withheld till submission of Certificate of Refurbishment issued by vehicle manufacturer or his authorised network <u>or a reputed third party Bus Body Builder</u>. Further, the withheld payment shall be released by IM/DoT to the Concessionaire for respective Stage Carriages without any interest on submission of the Stage Carriage wise Certificate of Refurbishment issued by vehicle manufacturer or his authorised network as required to be submitted to IM/DoT within a window of one year as specified in Clause 7.2.3 (hh) of Concession Agreement. However, the said withheld payment will be forfeited in case of delay in completion of Refurbishment work of each Stage Carriage beyond window of one year as specified</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		in Clause 7.2.3 (hh) of Concession Agreement. In the said event, the payment of 50% of CYF shall restart only from the date of refurbishment of the Stage Carriage in accordance with the above Certificate. IM will cross verify the Certificate of Refurbishment on the ground for final acceptance for the purpose of release of payment	
46.	Schedule 3 53	Given refurbishment to be done in lots in order to ensure continuity of operations and hence CYF to be withheld for only identified Stage Carriers due for refurbishment Battery Health Status The Concessionaire must set up an internal system to keep a record of the state of health of the battery measured on parameters as suggested by the battery manufacturer including the range achieved by the battery. Need clarity on the record of the health of Battery and its parameters	RFQP conditions shall prevail.
47.	Schedule 3	Engineering Quality Providing electric buses that meet the technical specifications provided in Schedule 2 and further up keeping and maintaining buses to ensure their roadworthiness that meet the requirements of Stage Carriage Services. The preventive maintenance regime as prescribed by the Vehicle Manufacturer (VM) shall be carried out as per the schedule. The record of all preventive maintenance activities shall be kept in the Bus Maintenance Log Book (Log Book) and duly authenticated by the person in charge of the vehicle workshop carrying out bus maintenance. The Log books shall be produced for inspection by officials of Transport Department, GNCTD / IM as and when demanded. Our maintenance log would mostly be on the system(TT), physical log books will not be maintained. This needs to be modified.	RFQP conditions shall prevail.
48.	Schedule 4 1.7.2.	Minimum Service Obligation buses report for operation at the route starting point a minimum of five minutes prior to the first start time. Buses must be in a clean, presentable condition and in state of road worthiness as set out in Annexure C Need CLARITY on the word PRESENTABLE .	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
49.	49 49.f.x	Specifications of Intelligent Transport System (ITS) Three Surveillance Cameras to monitor bus interiors (doors, driver zone, ticketing zone etc.) and one no. Reverse parking digital camera Reverse camera should be analog . IP camera take more time to wakeup than analog camera. Latency may accrued in real time view.	RFQP conditions shall prevail.
50.	49 49.f.Vii	Specifications of Intelligent Transport System (ITS) GPS Device (Automatic Tracking Device) with Emergency Button(s) ITS controller is inbuilt with GPS module and emergency button can be possible to integrate. AIS 140 compliance device (s) with Panic button will be provided for AIS 140 compliance.	RFQP conditions shall prevail.
51.	49 49.b	Specifications of Intelligent Transport System (ITS) The on-board equipment shall be tamperproof and theft proof.	RFQP conditions shall prevail.
52.	49 49.a	Temperproof is ok but what is theft proof. Need proper clarification on this. Specifications of Intelligent Transport System (ITS) 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).	RFQP conditions shall prevail.
53.	49 49.d	Separate AIS-140 Annex A compliance GPS device with panic buttons will be provisioned. Is this ok? Specifications of Intelligent Transport System (ITS) The common minimum requirement of VHMD parameters will be-SOC level, Motor Speed in RPM, Vehicle Speed. Only these VHMD parameters required?	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
54.	B B.17	B. Specification and compliance of Mobile NVR Support embedded SIM/UICC (As per GSM/A 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 Do you mean that all the ITS should have Automotive grade components or only GSM/GPRS module? Who will own SIM plan, KYC and commercial.	RFQP conditions shall prevail.
55.	1.2 1.2.3	1.2. Definitions – For the purpose of this schedule: "Automated Vehicle Location System (AVL)" means the GPS-based automatic vehicle tracking system, integrated online with central server. The GPS data will have integration with GIS map for fleet management. Need clarification on ITMS Integration scope	RFQP conditions shall prevail.
56.	3.3.4	Additional Requirements for Proposal Submitted by a Consortium the number of members in the Consortium would be limited to five (5); The number of consortium members should be increased to 7	RFQP conditions shall prevail.
57.	(e) 3.12.2	Miscellaneous – Other Provisions e) 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 A proper process should be followed before disqualifying/rejecting any bidder and the bidder shall be given an opportunity to be heard before being disqualified.	RFQP conditions shall prevail.
58.	3.13.2	Disqualification	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in any of the Bidding Documents or furnished by or on behalf of the Transport Department, GNCTD relating to any of the matters referred to in the Bidding Process including Bidding Documents;	
59.	Appendix 8A Instructions	<p>The bidder will be bidding based on the information as detailed under the RFP. If an inadequacy, error or mistake is identified, the bidder shall be given reasonable time to amend its proposal to the extent of such error, mistake.</p> <p>Format of Permit Details</p> <p>Bidders are expected to provide information in respect of each vehicle in this section. Information provided in this section is intended to serve as a backup for information provided in accordance with Appendix 8. Along with this Bidder needs to furnish copy of each permit.</p> <p>Refer to MORTH notification dated the 18th October 2018 ("Notification") by virtue of which electric vehicles which will include Electric Buses have been exempted from the requirements of obtaining permits under section 66 (1) of the Motor Vehicles Act, 1988 to ply as a transport vehicle. Request DIMITS to confirm that there will be no requirement of obtaining any permits.</p>	RFQP Conditions shall prevail.
60.	Appendix 8A	<p>Format of Permit Details</p> <p>Registration Number of the regular vehicle</p> <p>Refer to MORTH notification dated 2nd of August, 2021 bearing reference no. GSR 525 (E) amended Rule 81 of the Central Motor Vehicles (Sixteenth Amendment) Rules, 1989 whereby the battery operated vehicles have been exempt from the payment of fees for the purposes of issue or renewal of registration certificate and assignment of a new Registration Mark. Request DIMITS to confirm that there will be no requirement of obtaining registration.</p>	RFQP Conditions shall prevail.
61.	(b) 2.8.2	<p>Variation</p> <p>from the date specified by DoT in the written notice to the Concessionaire where the Concessionaire's written consent to the variation is not required;</p> <p>Any variation shall be subject to a consent from the Concessionaire after due consideration of the impact of such variation on the cost of operations.</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
62.	Routes and Schedules 3.1.1	<p>OPERATION OF THE CONCESSION</p> <p>The Parties agree that the DoT shall have the exclusive right to determine Routes, frequency and schedules of the Buses as part of UTT through the Contract Period. The DoT shall provide the routes for Operation (the "Operational Routes"). The Concessionaire shall only ply Buses on the Operational Routes, unless directed otherwise by the DoT. For the avoidance of doubt, it is clarified that the DoT may amend the Operational Routes with prior notice to the Concessionaire. Provided further that if the DoT amends the Operational Routes pursuant to the Clause 3.1.1, there shall be no reduction in the Assured Annual Bus Kilometers.</p> <p>In the event, there is an addition to the routes, who shall bear the addition cost of operation and maintenance?</p>	RFQP conditions shall prevail.
63.	Routes and Schedules 3.1.2	<p>OPERATION OF THE CONCESSION</p> <p>In the event the Concessionaire makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the UTT or without specific instructions of DoT in relation thereof, it shall be liable for payment of Damages at the rate of 0.01% of the Performance Security.</p> <p>Will LD's be applied per unscheduled trip?</p>	RFQP conditions shall prevail.
64.	(b) and (c) 7.2.1	<p>Statutory Obligations</p> <p>obtain Permit and abide by Permit conditions and any amendment(s) thereof for providing Stage Carriage Services; ensure that relevant application for renewal of Permits is submitted to STA to ensure continued and uninterrupted Stage Carriage Services;</p> <p>Refer to MORTH notification dated the 18th October 2018 ("Notification") by virtue of which electric vehicles which will include Electric Buses have been exempted from the requirements of obtaining permits under section 66 (1) of the Motor Vehicles Act, 1988 to ply as a transport vehicle. Request</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		DIMITS to confirm that there will be no requirement of obtaining any permits.	
65.	(q) 7.2.2	Operational Obligations provide all necessary assistance to Persons with Special Needs; The special assistance needs to be listed out. Making a wheelchair available may require a ramp to be built at the entrance of the bus to move the wheelchair in and out)	RFQP conditions shall prevail.
66.	(w) 7.2.4	General Obligations replace or reimburse all costs associated with replacement / repair of On-board Equipment, where such damage/lost/theft is due to negligence of the Concessionaire and where such equipment are replaced by DoT/IM/ its agencies, the Concessionaire shall pay at 1.25 times the cost for replacement/repair. The concessionaire shall pay on actuals	RFQP conditions shall prevail.
67.	8.2	Repeated Failure to meet Performance Standards If the Concessionaire fails to meet any Performance Standards, due to which Performance Adjustment exceeds 15% in two consecutive months, or it is found that the Performance Standards declines by more than 50% on any day, the Concessionaire must, at no additional cost to DoT/ IM Performance exceed: 30% in 6 consecutive months	RFQP conditions shall prevail.
68.	8.3.1	Continued Breach of Performance Standards In the event that the Concessionaire fails to meet the Performance Standards due to which Performance Adjustment exceeds 25% of the CYF for any two consecutive months or 15% of the CYF in any four immediately preceding twelve months' period, IM may issue a notice to that effect specifying the breach and direct the Concessionaire to cure the breach. Performance Adjustment: 50% 6 consecutive months 0% 6 immediately preceding 12-month period	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
69.	8.3.2	<p>Continued Breach of Performance Standards</p> <p>Where the Concessionaire has failed to cure the breach within the Cure Period of 30 days, DoT shall, without prejudice to any of its other rights and/or remedies under this Agreement, be entitled to issue the Termination Notice for Concessionaire's Event of Default and in addition may request any other Person to take over the Project, however, such request shall be in terms of the Substitution Agreement.</p> <p>Cure period: 90 days</p>	RFQP conditions shall prevail.
70.	<p>Draft Concession Agreement</p> <p>1.1</p>	<p>Definitions and Interpretations</p> <p>"Depot Agreement" means an agreement for the use of a Depot on license basis between DoT and the Concessionaire where such license allows the Concessionaire use of Depot for the purpose of parking, repair, maintenance, cleaning and office space required for providing Stage Carriage Services. Further such aforesaid agreement shall expressly deny the Concessionaire the right to sub-let, construct, alter or modify any part of the Depot without specific written prior approval of DoT, and such approval can be withheld or denied by DoT at DoT's sole discretion, without providing any reason thereof for such decision of DoT.</p> <p>"Bus Charging" is to be included</p>	Please refer Amendment No. 1
71.	<p>Draft Concession Agreement</p> <p>2.7</p>	<p>Concession</p> <p>DoT reserves the right at its option to extend this Concession Agreement by a further period or periods up to two (2) years by notifying the Concessionaire at least one month prior to the expiry of the period specified in clause 2.1.</p> <p>Request for extension notification at least 6 months prior to expiry of concession period.</p>	RFQP conditions shall prevail.
72.	<p>Draft Concession Agreement</p> <p>4.3</p>	<p>Revenues</p> <p>Concessionaire agrees and confirms that revenue from Fare, Pass and fines from passengers for use of Basic Services and Additional Services as part of Stage Carriage Services shall be collected by DoT, or any agency authorized by it, and shall be retained by DoT in the Designated Account. DoT</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>shall have the right to permit advertisement for license fee on the Stage Carriages and all such receipts/amount collected/received shall be retained by DOT. The Concessionaire's claim on payment for Basic Services rendered shall be regulated under Clause 4.1.</p> <p>Designated Account shall be with Operator in form of an Escrow Arrangement with Automatic payment as per Payment clause under this agreement; Further, Senior Lender shall have charge on this as Payment Security amount is being kept here. The purpose of keeping 3 months revenue is to give visibility on payment and make the project bankable</p> <p>Request authority to allow bidder allow Operator to retain it 100% of the revenue generated from Advertisement revenue, to ensure that most competitive bids are received from bidders</p>	
73.	Draft Concession Agreement 4.9	<p>Revenues</p> <p>The performance deductions for not meeting the service level obligations are capped at 10% of CYF. For the purpose of determining the aforementioned cap, performance deductions for the following will not be considered: a. failure to meet Assured Fleet Availability for any reasons attributable to the Concessionaire, b. fatal accidents and over speeding and Note: Additional damages for not meeting Assured Fleet Availability and road safety parameters (fatal accident & over speed) in terms of Schedule 3 will be over and above the aforementioned cap of 10% towards Performance Deduction.</p> <p>The said penalty cap of 10% shall be revised to 3% of CYF and it should be all inclusive else it shall impact bankability and competitively of Bid price.</p> <p>Further, bidder understands the severity of the issue, we request the Authority to include failure to meet availability deduction as part of overall cap. In any case, the bidder shall not receive any payment for trips cancelled due to its fault, hence deductions over and above that can be within the deduction cap.</p>	RFQP conditions shall prevail.
74.	Draft Concession Agreement 5.1(f)	<p>OBLIGATIONS OF DOT</p> <p>provide following facilities to the Concessionaire</p> <p>(i) Bus depot upon Concessionaire 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 and covered under the Stage Carriage permits in a Cluster including the reserve fleet;</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		(ii) passenger facility charges upon Concessionaire making a payment of Rs. 10,000/- per Stage Carriage per month on the actual number of buses registered and covered under the stage carriage permits in a Cluster including the reserve fleet, where any change in charge for the aforesaid shall paid for/payable to DoT. We request Authority to waive off the said charges to ensure more competitive quotes.	
75.	Draft Concession Agreement 5.2.	UTT 5.2 (a) UTT may be revised from time to time by way of (i) addition/ reduction in the Trips (ii) changes in travel time per Trip, (iii) No. of Trips and (iv) other such changes, revisions, modifications, amendments. Any such change shall be done in discussion with the Operator. Further, Operator shall be compensated for any increase in Capital cost or Operation cost immediately.	RFQP conditions shall prevail.
76.	Draft Concession Agreement 9.1	Performance Security Performance Security: 3% of the Estimated Cost of Bus Request Authority to modify the Performance Security to 1% of the Estimated Cost of Bus	RFQP conditions shall prevail.
77.	Draft Concession Agreement 11.7	Rights of Lenders Lenders shall have right on Designated Account as well, considering 3 months payment kept there and entire collection of fare/ advertising revenue is being credited there. The entire construct will improve bankability of the project. Request consideration.	RFQP conditions shall prevail.
78.	Draft Concession Agreement 16	Force Majeure Allocation of Costs of Concessionaire arising out of Force Majeure situation (non termination) We request Authority to include the following in spirit of fairness to the concessionaire: 1. Each party bear their costs in case of Non Political event 2. Costs of Concessionaire to be split in 50:50 between Concessionaire & Authority in case of Indirect	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>Political</p> <p>3. 100% reimbursement by Authority to concessionaire of its costs in case of Political Event</p> <p>This clause is in line with Model Concession Agreement provided by Niti Aayog.</p>	
79.	<p>Schedule</p> <p>5: Payment of CYF</p> <p>2.4</p>	<p>Electricity Charges Adjustment for PM €</p> <p>The aforesaid payment towards electricity consumption for charging of electric buses shall be reimbursed to the Concessionaire by DoT for actual service kilometer as per electricity bill cycle along with final payment of subsequent month after presentation of the electricity bill for the purpose of charging of the buses.</p> <p>Request Authority to directly pay the electricity charges as it will lead to competitive bid</p>	RFQP conditions shall prevail.
80.	<p>Schedule</p> <p>9: Depot</p> <p>4.2</p>	<p>4.2.</p> <p>In the event of shifting of Depot during the Concession Period, the Concessionaire shall be entitled for special relief in performance deductions in terms of Schedule 3 (excluding accident and over speeding) for a period of one month. However, no shifting charges will be payable by the DoT to the Concessionaire.</p> <p>Request Authority to compensate the Operator for shifting expenses and same shall be with mutual discussion with Operator</p>	RFQP conditions shall prevail.
81.	<p>4.15: Subsidy</p> <p>4.15: Subsidy</p>	<p>Subsidy</p> <p>Subsidy Formula</p> <p>Request Authority to clarify whether the formula for computation of subsidy if for INR 55 Lacs (As per FAME II) or INR 75 Lacs (As per DoT). Further, subsidy shall be linked only to the cost of bus arrived basis the formula and not the invoice value</p>	Please refer Amendment No. 1
82.	Draft Concession Agreement	<p>Definitions and Interpretations</p> <p>"Idle Run" means to and fro journey undertaken by a Stage Carriage when not engaged in carriage of passengers and includes: (a) a trip from a Depot to the point of origin of a Route;</p>	RFQP Condition Shall Prevail

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
	Article 1 (1.1)	<p>(b) a trip from the point of destination of a Route to a Depot; and</p> <p>(c) a trip from the point of destination of one Route to the point of origin of another as per schedule given by the IM or as per the specific instructions by the IM.</p> <p>Idle Run excludes journeys performed for activities such as repairs, maintenance, road worthiness certification, inspection and travel to Depot/ any other location for opportunity/ additional charging (excluding overnight charging) of bus during the daytime</p> <p>"Idle Run" means to and fro journey undertaken by a Stage Carriage when not engaged in carriage of passengers and includes:</p> <p>(a) a trip from a Depot to the point of origin of a Route;</p> <p>(b) a trip from the point of destination of a Route to a Depot; and</p> <p>(c) a trip from the point of destination of one Route to the point of origin of another as per schedule given by the IM or as per the specific instructions by the IM.</p> <p><u>(d) distance travelled to reach depot for carrying out opportunity charging during the day and back to pick up point</u></p> <p>Idle Run excludes journeys performed for activities such as repairs, maintenance, road worthiness certification, inspection and travel to Depot/ any other location for opportunity/ additional charging (excluding overnight charging) of bus during the daytime</p>	
83.	3.7	<p>Table 1</p> <p>Maximum Speed at full load (GVW) (without Speed Limiter) : 75 kmph</p> <p>Request authorities to consider max 70 kmph</p>	RFQP conditions shall prevail.
84.	5.6	<p>Traction energy storage and charging infrastructure</p> <p>Request authorities to consider opportunity charging of (min. 75 minutes from engaging charger on bus charging port) during day operations to get range of 240 km.</p>	Please refer Amendment No. 1
85.		52.1 A proof of concept for the trial of the model of bus to be engaged should be conducted for a period of not less than seven days in varying traffic conditions in accordance on cluster route(s)	Refer Amendment No. 1

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		without any charges payable to the Bidder. The trial would include a few routes from out of those in Schedule-1 with the highest vehicle utilization and operated in varying traffic conditions in Delhi with passenger load subject to the following conditions: Proof of concept should be during prototype inspection. Please confirm	
86.	5.7	Charging Specifications and Standards: charging standard: CCS in its latest version Request to consider GB/T standard for chargers	Please refer Amendment No. 1
87.		Typical system architecture inside the Bus (Tape View and Side View) There are contradicting camera views in both. Please confirm which one to consider	RFQP conditions shall prevail.
88.	13.1	Paneling The bus exterior side panels shall be fitted with stretched GI sheet at waist level. The exterior front-end paneling shall be of steel sheet or FRP. Roof shall be of Al sheet. Rear shall be of GI sheet or FRP. Skirt paneling shall be of Aluminium sheet having thickness of minimum 1.5 mm. Adequate treatment be also provided to avoid any incidence of galvanic corrosion between dissimilar metals. Panels shall not have any waviness & shall be so mounted as to present smart aesthetic exteriors. The exterior front-end paneling and Rear paneling of Fibre Re-inforced Polymer (FRP), 3 layer, 450gsm, with equivalent performance will also be acceptable Roof panel shall be of GI	RFQP conditions shall prevail.
89.	16.1	Service doors Two service doors (Entrance & Exit) in 1200 mm wide clear aperture (without flaps) shall be fitted at front and middle nearside of the bus as per provisions of the AIS 052 (Bus Code) for Type I, SDX category. Door aperture without flaps shall be 1200 mm min., and fully opened clear door width shall be 1050 mm \pm 50 mm with door height of 1900 mm min Fully opened clear door width shall be 900 mm \pm 50 mm. Door with clear opening Of 850 mm with handle and 900 mm without handle will be provided.	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
90.	16.2	Service doors Front door shall be located ahead of front axle whereas rear door shall be positioned such that rear edge of gate shall be at minimum 1500 mm ahead of central line of rear axle or front edge of gate minimum 1500 mm behind central line of rear axle Middle door will be provided at 1230mm from rear axle center	RFQP conditions shall prevail.
91.	16.8	Manually operated sunken type wrap over ramp for wheel chair of Persons with Disability (PWD) shall be fitted preferably at front or central door on the floor for ease of supervision. The ramp shall have width of 900 mm min. with anti-slip coating and load carrying capacity of 300 kg. min. Provision of anchoring of wheel chair shall be made suitably such that anchored wheel chair shall not create undue hindrance to free flow of movement of other fellow commuters. Suitable provisions shall be made for visually impaired commuters also necessary provisions to comply the requirements of Disabilities Act 1995 The ramp shall have width of min. 800 +50 mm with anti-slip coating. Deviation required.	RFQP conditions shall prevail.
92.	29	Sun Visor Adjustable sun visors shall be provided for the windshield & the driver's side window. Visors shall be shaped to minimize light leakage between the visors & windshield. Visors adjustment shall be made easily by hand with positive locking & releasing devices and shall not be subject to damage by over-tightening. Sun visor construction & material shall be strong enough to resist breakage during adjustment. Visors wherever deployed shall be effective in the driver's field of view at angles of more than 50 above horizontal Roller type Sunvisor will be provided in front of driver only	RFQP conditions shall prevail.
93.	35	First Aid Kit First aid kit complete with items, medicines, bandages etc. shall be provided as per the provisions of CMVR. The kit shall be fitted near driver seat at appropriate position	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		First aid box will be provided with-out medicine	
94.	37(1)	Bus dimensions Overall length 12000 mm with minus tolerance of 100 mm. As per CMVR / 200 mm plus minus tolerance in length	RFQP conditions shall prevail.
95.	38	24 VDC battery including Charger The batteries shall be well secured to a hinged/ pivoted or slide out type carrier for ease of access for repair & maintenance, replacement and suitably ventilated for escape of fumes but insulated against ingress of dust and moisture Fix type battery should be provided due to earlier report service issues and feedback	RFQP conditions shall prevail.
96.	51.c(4)	Required: Air Curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m³/hr at each gate. Type of air curtains at entry exit gates their power consumption etc be accounted for while deciding engine power, etc Air Curtains for City application not recommended since frequent opening of doors impacts & effectiveness of AC is reduced. Request authorities to consider this optional	RFQP conditions shall prevail.
97.	Maintenance e 1.1	Article 1- DEFINITIONS AND INTERPRETATIONS "Assured Fleet Availability" "Assured Fleet Availability" means following and excludes reserves fleet: 100% on working days and 88% Sunday/ holidays during the concession period on a shift basis. It will not include buses under police custody if exceeds more than 2% of fleet.	RFQP conditions shall prevail.

Dr

Dr

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>Request authority to calculate total fleet availability of 94% for the first two year, 92% for the subsequent two year and 90% thereafter for remaining contract period. Request authority to calculate total fleet wise availability on half yearly basis.</p> <p>Request authority for the buses which are under accident repair due to vandalism or any other reason, or are under police/ judicial custody shall be kept out of concession period till the repair carried out for the purpose of calculation of annual fleet availability.</p>	
98.	Maintenance e 2.8.1	<p>Variations</p> <p>2.8.1 DoT may vary this Concession Agreement with the written consent of the Concessionaire save where this Concession Agreement provides that variation or adjustments may be made by DoT and the consent of the Concessionaire is not expressly required in which case DoT may vary this Concession Agreement unilaterally on giving written notice to the Concessionaire.</p> <p>Request authority that variation in concession agreement shall made only after written consent of concessionaire in all the cases. Request authority to not made unilateral variation after signing of LOA and concession agreement.</p>	RFQP conditions shall prevail.
99.	Maintenance e 4.9	<p>REVENUES Article 4-CYF Variation for Change in Law</p> <p>4.9 The performance deductions for not meeting the service level obligations are capped at 10% of CYF. For the purpose of determining the aforementioned cap, performance deductions for the following will not be considered:</p> <p>a. failure to meet Assured Fleet Availability for any reasons attributable to the Concessionaire, and</p> <p>b. fatal accidents and over speeding</p> <p>Note: Additional damages for not meeting Assured Fleet Availability and road safety parameters (fatal accident & over speed) in terms of Schedule 3 will be over and above the aforementioned cap of 10% towards Performance Deduction.</p> <p>We request authority to limit the overall liability of the concessionaire under the agreement, either through performance deductions for not meeting service level agreement, assured fleet availability, fatal accident & over speeding, 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 concessionaire.</p>	RFQP conditions shall prevail.

DP

Devsu

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
100.	Maintenance e 5.2	UTT (a) UTT may be revised from time to time by way of (i) addition/ reduction in the Trips (ii) changes in travel time per Trip, (iii) No. of Trips and (iv) other such changes, revisions, modifications, amendments. Request authority that any changes in UTT must be done after due deliberation with the concessionaire. Also, on valid request ground of concessionaire necessary (i) addition/ reduction in the Trips (ii) changes in travel time per Trip, (iii) No. of Trips and (iv) other such changes, revisions, modifications, amendments need to be done by authority.	RFQP conditions shall prevail.
101.	Maintenance e 7.2.2	RIGHTS AND OBLIGATIONS OF THE CONCESSIONAIRE Article 7 - Operational Obligations (hh) The Concessionaire shall be responsible for refurbishment of Stage Carriages in show-room condition with completion of all missing components, reconditioning of major aggregates/assemblies/sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats etc. after completion of five years from date of registration of each Stage Carriage. However, the said refurbishment of Stage Carriages is required to be completed within a window of one year i.e. before completion of sixth year of date of registration of each Stage Carriage. The refurbishment of Stage Carriages may be done by concessionaire as per his best judgement. Request authority to not insist for mandatory refurbishment after end of 05 years. The clause need to be modified accordingly.	RFQP conditions shall prevail.
102.	Maintenance e 7.2.1.(ii)	RIGHTS AND OBLIGATIONS OF THE CONCESSIONAIRE Article 7 - Statutory Obligations The Concessionaire is also directed towards its specific responsibility towards para 13.3 dealing with safety and security under Electricity Act 2003, para 15.1 relating to obtaining relevant insurances as part of Good Industry Practice and representations and warranties in terms of para 18.1 and general indemnity in terms of para 20.1. The aforesaid clauses shall be applicable towards accidents related to electrical installations and electricity failure conditions. DOT shall not be responsible for disruption of power supply due to any reason whatsoever. It is further clarified, that the lack of power availability due to electricity failure or otherwise due to any reason whatsoever shall not be dealt with under Force Majeure under any circumstances.	RFQP conditions shall prevail.

QNP

Quero

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from Purchaser
103.	Maintenance e 8.4.2	<p>Request authority to kindly consider the cases of grid failure or electricity supply disruption as the same is not in control of the concessionaire.</p> <p>Any such conditions shall be consider as force majeure condition.</p> <p>Changes in Performance Standards by IM</p> <p>IM, with the prior written approval of DoT, may change the Performance Standards either in general or in a particular case in case it is considered necessary to achieve the overall objectives set out in clause 2.3 either to maximize utilization of regular passenger services or to achieve efficiency of resources allocated to regular passenger services.</p>	RFQP conditions shall p
104.	Maintenance e 16.2	<p>Request authority that any changes in performance standards shall be done after due discussion with concessionaire and by mutual agreement.</p> <p>Non Political Force Majeure Events</p> <p>(c) Strikes or boycotts (other than those involving the Concessionaire, Concessionaires or their respective employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the public for a period exceeding a continuous period of Thirty (30)</p> <p>(e) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion which prevents or restricts the performance by the Concessionaire of its obligations under this Agreement for a period exceeding a continuous period of Thirty (30) days;</p> <p>(f) industry wide or State wide or India wide strikes or industrial action which prevent the Concessionaire from providing the services under the Concession Agreement for a period exceeding a continuous period of Thirty (30) days;</p> <p>The force majeure event mentioned in the clause 16.2 (c), (e), (f) is mentioned as any event exceeding a continuous period of Thirty (30) days.</p> <p>Request authority to change it from 30 day to 01 day, as strike, riot, bandh, boycotts etc. when called even for 01 day it will impact the services under the concession agreement, therefore clause need to be amend accordingly.</p>	RFQP conditions shall p

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
105.	Maintenance e ₁ 22.2	<p>Arbitration</p> <p>(a) Failing amicable settlement and/or settlement with the assistance of Expert appointed by the Parties by mutual consent, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. DoT shall appoint the 'Sole Arbitrator' within 30 (thirty) days of invocation of the arbitration.</p> <p>Request authority to change the clause from sole arbitrator to 03 (three panel arbitrator). Accordingly request our to kindly modified the clause as follows : The draft clause shall be as - Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") shall be settled by binding arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time). The arbitration shall be by a committee of 3 (three) arbitrators. 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman to be appointed by the 2 (two) arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996 (as amended from time to time).</p>	RFQP conditions shall prevail.
106.	Maintenance e 23.4	<p>ASSIGNMENT, CHARGES AND SUB-CONTRACTING Article 23</p> <p>23.4 The Concessionaire shall not sub-contract all or any part of the Project without the prior written consent of DoT. For any sub-contracting activity, prior approval of DoT or IM shall be required to be obtained by the Concessionaire, which may be refused or granted subject to such conditions as DoT deems fit.</p> <p>Request authority that Concessionaire may sub-contract the work through its authorized network/service provider/channel partner subject to the conditions that the Concessionaire shall be solely and fully responsible for the work. Request authority to delete the para for mandatory pre-approval from DoT/IM for sub-contracting.</p>	RFQP conditions shall prevail.
107.	Maintenance e 3.1.3.	<p>Performance Measurement</p> <p>CYF payable for a Trip shall be calculated for AC Services as set out below :</p> <p>= {(Capital Charges/365 days)/ No. of trip for the day for the specific route} + { No. of Kms for the trip</p>	RFQP conditions shall prevail.

QNP

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser																
		<p>X Consumables charges per service Kilometer } + { No. of hours for the trip x Manpower & overheads per service hour}</p> <p>The aforesaid shall be used for such purposes as may be required including for calculating the deduction for Missed Trip in para 3.3.1 and for deduction as set out in para 3.7.</p> <p>Request Authority to kindly consider the Kms run for statutory certificates need to be consider</p>																	
108.	Maintenance 3.2.6.	<p>Performance Deduction for Delayed Trips and Performance Incentive for Better than Benchmark</p> <p>Performance. Table 3 - Incentive for Actual Performance Better than On Time Performance Benchmark</p> <p>1. Above the BM of 92% Rs. 300/-for each checkpoint</p> <p>Request authority to kindly breakup the incentive slabs also as follows:</p> <table border="1"> <tr> <td>>92%</td> <td>≤ 94%</td> <td>Rs 300</td> <td>for each point</td> </tr> <tr> <td>>94%</td> <td>≤ 95%</td> <td>Rs 340</td> <td>for each point</td> </tr> <tr> <td>> 95%</td> <td>≤ 97%</td> <td>Rs 390</td> <td>for each point</td> </tr> <tr> <td>>97%</td> <td></td> <td>Rs 450</td> <td>for each point</td> </tr> </table>	>92%	≤ 94%	Rs 300	for each point	>94%	≤ 95%	Rs 340	for each point	> 95%	≤ 97%	Rs 390	for each point	>97%		Rs 450	for each point	RFQP conditions shall prevail.
>92%	≤ 94%	Rs 300	for each point																
>94%	≤ 95%	Rs 340	for each point																
> 95%	≤ 97%	Rs 390	for each point																
>97%		Rs 450	for each point																
109.	Maintenance 3.3.1	<p>Lost Kilometerage</p> <p>3.3.1. For any missed Trip or Trip not completed, deductions shall be made in the following manner:</p> <p>The 150% penalty is too high for the vehicle which have not started or run KM 0 ≤ 25% of KMs. Request authority that performance deduction of 150% of CYF is more than the total earning of concessionaire. i.e. 100% of CYF. Request Authority to Cap the penalty at 3% of CYF.</p> <p>Further, request authority to keep the CYF percentage pro-rata of KMs run. In case vehicle covered 25% of schedule KMs than the maximum percentage of performances deduction shall be 75% of CYF.</p> <p>Also, request authority to pay the concessionaire as per run KM in case of trip not completed.</p>	RFQP conditions shall prevail.																

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser												
		Request authority to consider the cases where performance is affected by Traffic, mob, congestion, VIP movement etc. and in all such cases no performance deduction for delayed trips shall not be imposed on concessionaire.													
110.	Maintenance e 2	<p>Ticketing Equipment and Emergency Ticket Packs</p> <p>Clauses of Annexure G - TICKETING AND TICKETING EQUIPMENT</p> <p>Request Authority to kindly confirm whether revenue collection from ticket is in the scope on concessionaire. Accordingly additional manpower planning may be done by the concessionaire. Since,</p> <p>Keeping in view volume of passengers and less technological integration in terms of DIGITAL MONEY, it is difficult for Driver to collect the passenger fare while driving the bus, it may impact safety of bus and passengers. Therefore, we request authority to keep discretionary power of fare collection with authority only.</p>	RFQP conditions shall prevail.												
111.	Maintenance e 1.2	<p>CYF Release Schedule</p> <p>Payment shall be made on the following dates ("Payment Date/s"), based on the invoice raised by the Concessionaire, at least 5 days prior to the Payment Date:</p> <p>Table 8: Cluster No E3 Summary of OTT Data</p> <table><tr><th>Description</th><th>Appendix 15 B Reference</th><th>For CYOF</th></tr><tr><td>Quantity- No of Buses</td><td>A</td><td>18390</td></tr><tr><td>Quantity- Total Service Kms per Year</td><td>E</td><td>1,31,31,0311.39,01,370</td></tr><tr><td>Quantity- Total Service Hours per Year</td><td>H</td><td>8,31,5908,80,385</td></tr></table>	Description	Appendix 15 B Reference	For CYOF	Quantity- No of Buses	A	18390	Quantity- Total Service Kms per Year	E	1,31,31,0311.39,01,370	Quantity- Total Service Hours per Year	H	8,31,5908,80,385	RFQP conditions shall prevail.
Description	Appendix 15 B Reference	For CYOF													
Quantity- No of Buses	A	18390													
Quantity- Total Service Kms per Year	E	1,31,31,0311.39,01,370													
Quantity- Total Service Hours per Year	H	8,31,5908,80,385													

QW

Deborah

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>Request authority for better cash flow and working capital management change the CYF release percentage as</p> <ol style="list-style-type: none"> 1. 15th day of PM - 50% of estimated Payment for PM 2. 20th or 31st day of PM - 30% of estimated Payment for PM 3. Before 07th day of month succeeding PM - 100% of Payment for PM subject to <p>(i) Minus Performance Adjustment, (ii) Plus Payment at STM and LTM for services provided in PM, and (iii) Minus Payment Already made at Sr. No. 1 and 2</p>	
112.	Maintenance e	<p>Cluster No. E1 Route Details</p> <p>Depot: Rohini Sector 37 (Depot I and II)</p> <p>Notes:</p> <ol style="list-style-type: none"> a) Total service km includes service km of route and also that of shuttle trips from depot to terminal point, in both directions. b) The depots have been specified as indicative operational unit. However, IM can change depots at its discretion at the time of start of operation/ course of operation in public interest, due to any court order without assigning any reason thereof. c) Changeover between two shifts would be at least 1 hour (60 minutes). d) Cost of fast charging, if any, shall be borne by concessionaire. <p>Request IM to not the change depot location in course of operation as the high initial charging infra development cost is involved for development of depot. Therefore, request Authority that allotted depot shall not be changed in the currency of contract and incise it is unavoidable due to statutory orders, the necessary shifting reimbursement to be paid to concessionaire.</p>	Please refer Amendment No. 1
113.	Maintenance e	<p>Cluster No. E3 Summary of UTT Data</p> <p>Bus Number are not correctly mentioned. Request Authority for correction</p>	The current tender is for Cluster No. E1 and E2. Query irrelevant
114.	Infrastructure re/ Schedule 9	<p>Depot</p> <p>1.1 Facilities as to be provided by DOT -Depot Location: as indicated in Part-III: Cluster Design Data.</p>	RFQP conditions shall prevail.

AP

Accepted

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>1.2 Area : approx. to be indicated separately (for each Cluster)</p> <p>1.3 Covered area of around 2,500 square meters with civil infrastructure facilities like space for office, security booths, medical facility and rest room, canteen, spare parts store, work shop sheds (for washing facilities, maintenance / service pits @ 3 pits per 100 Stage Carriages)</p> <p>1.4 Boundary wall: 2 m height with 0.6 meter railing.</p> <p>1.5 Provision for sanitary installations, external services connections, internal electrical connections, power wiring, telephone conduits, computer conduits, street light, signage and septic tank.</p> <p>1.6 Office space for IM and FCS Provider including maintenance/ storage room</p> <p>1.7 Power Connection at LT bus bar level from the power distribution company.</p> <p>All the Civil and Electrical infra other than EV Charging Shed, trenches and Foundations are in concessioner's scope. Request Authority to maintain all the infra developed by them including Electrical Infra. Concessioner will be responsible for the O&M of the Infra developed by them</p>	
115.	Infrastructure	Request to confirm whether depots are final as per the present plan.	The Bidder may do its own due diligence
116.	Infrastructure	<p>1. Facilities to be Provided by DoT – Depot</p> <p>1.3 Covered area of around 2,500 square meters with civil infrastructure facilities like space for office, security booths, medical facility and rest room, canteen, spare parts store, work shop sheds (for washing facilities, maintenance / service pits @ 3 pits per 100 Stage Carriages)</p> <p>3 Pits for 100 Buses are less. Request Authority to provide 5 -6 Pits for 100 Buses.</p>	RFQP Conditions shall prevail.
117.	Infrastructure	<p>3. Facilities to be Developed by the Concessionaire</p> <p>3.8 Concessionaire shall be responsible for entire operations and maintenance of all power infrastructure beyond the switching/ metering point of power distribution company i.e for the whole network upto the LT point for the entire Concession Period.</p>	Please refer Amendment No. 1

AM

Amend No. 1

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Electrical infra developed by Authority request to be taken care by Authority only. Whereas the Infra beyond LT 415 Volt developed by Concessioner will be taken care by them.	
118.	Infrastructure	<p>3. Facilities to be Developed by the Concessionaire</p> <p>3.9 The Concessionaire shall be responsible for preventive maintenance of power infrastructure beyond the switching/ metering point of power distribution company i.e below 66/33kV till LT connection which includes GIS sub station and upto the LT point for the entire Concession Period.</p> <p>Since Power infrastructure is developed and provided by Authority, Request to taken responsibility and Preventive maintenance in Authorities scope and not part of Concessioner scope.</p>	RFQP conditions shall prevail.
119.	Infrastructure	<p>4. Change of Location of Depot</p> <p>4.2 In the event of shifting of Depot during the Concession Period, the Concessionaire shall be entitled for special relief in performance deductions in terms of Schedule 3 (excluding accident and over speeding) for a period of one month. However, no shifting charges will be payable by the DoT to the Concessionaire.</p> <p>The period mentioned 1 Month for shifting of the depot facilities is very short time considering the entire redevelopment of Charging Infra as per new layout and area and procurement of related cables and other material required time. Also the Cost of creating charging Infra and other related facilities again add on the concessioner request authority to taken</p>	RFQP conditions shall prevail.
120.	Financial 2.1.3	<p>General</p> <p>Permit for operation of Stage Carriage is issued by the State Transport Authority ("STA"), GNCTD for a maximum period of five (5) years only. To meet obligations under the Concession Agreement renewal of Permits may be required, for which purpose Concessionaires shall be required to approach STA. GNCTD proposes to facilitate such process, in terms of the Concession Agreement.</p> <p>Request dirmits to renew stage carriage permit</p>	RFQP conditions shall prevail.
121.	Financial 2.1.6	<p>General</p>	RFQP conditions shall prevail.

MP

Queued

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>The Indicative costs pertaining to the Project is provided in the table below. The assessment of actual costs, however, will have to be made by the Bidders.</p> <p>Does this limit our costing to this amount ?</p>	
122.	Financial 4.3	<p>Article Revenues</p> <p>Concessionaire agrees and confirms that revenue from Fare, Pass and fines from passengers for use of Basic Services and Additional Services as part of Stage Carriage Services shall be collected by DoT, or any agency authorized by it, and shall be retained by DoT in the Designated Account. DoT shall have the right to permit advertisement for licence fee on the Stage Carriages and all such receipts/amount collected/received shall be retained by DoT. The Concessionaire's claim on payment for Basic Services rendered shall be regulated under Clause 4.1.</p> <p>Damage to bus due to advertisement to be borne by Authority</p>	RFQP conditions shall prevail.
123.	Financial 4.8	<p>Article Revenues</p> <p>CYF Variation for Change in Law (B)</p> <p>Where, a Change in Law condition leading to proven decrease in cost to the Concessionaire that:</p> <p>(i) could not have been foreseen at the time when this Agreement was being negotiated; and</p> <p>(ii) is not expressly or by implication accommodated by the way in which the CYF is constructed, DoT is entitled to have the CYF amended so as to reduce it by an amount by which the Concessionaire's costs of providing the services ought reasonably to be reduced.</p> <p>As per Clause 4.8 (a) (iii), any reduction in CYF should take place with consent of both the parties.</p>	RFQP conditions shall prevail.
124.	Financial 4.9	<p>Article Revenues</p> <p>The performance deductions for not meeting the service level obligations are capped at 10% of CYF. For the purpose of determining the aforementioned cap, performance deductions for the following will not be considered:</p> <p>a. failure to meet Assured Fleet Availability for any reasons attributable to the Concessionaire, and</p>	RFQP conditions shall prevail.

MM

Devedouf

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>b. fatal accidents and over speeding</p> <p>Note: Additional damages for not meeting Assured Fleet Availability and road safety parameters (fatal accident & over speed) in terms of Schedule 3 will be over and above the aforementioned cap of 10% towards Performance Deduction.</p> <p>Request Authority to Cap performance deduction at 5% of CYF. Also deduction mentioned in (a) & (b) should also be considered in above cap.</p>	
125.	Financial 5.1 (h)	<p>Article OBLIGATIONS OF DoT</p> <p>5</p> <p>Subsidy – DoT, GNCTD shall provide Subsidy ("Subsidy") for the electric buses procured by the Concessionaire under the Agreement. No Subsidy shall be provided for the chargers and/or related infrastructure.</p> <p>i. The amount of Subsidy shall be in line with the FAME II Scheme, (inter alia 40% of cost of bus subject to minimum localization content as notified by DHI from time to time), subject to a maximum of Rs 75,00,000/- per bus (Rupees Seventy Five Lakhs per bus).</p> <p>As per FAME II scheme, max subsidy is ₹55 Lacs. Please confirm the amount of subsidy.</p>	Please refer Amendment No. 1
126.	Legal 2.1.3 of RFQP	<p>The Clause provides that the STA permit would be granted for a period of 5 years only, beyond which the Concessionaire would be required to seek a renewal of the permit.</p> <p>Given that the contract period is proposed to be for a period of 10 years, we request the DoT to please facilitate the STA permit for a period of 10 years (i.e. for the entire contract period).</p>	RFQP conditions shall prevail.
127.	Legal 3.2.1 of RFQP	<p>The eligibility criteria require, <i>inter alia</i>, that the Bidders, if companies, are incorporated the Companies Act, 2013</p> <p>Tata Motors was incorporated in the year 1945, and therefore, please amend this requirement to allow the companies incorporated in accordance with the then applicable law (i.e. prior to the enactment of the Companies Act, 1956).</p>	RFQP conditions shall prevail.
128.	Legal 3.12.3 of RFQP	<p>The clause provides that by submitting a bid, the concerned bidder would be deemed to have waived all its legal rights / claims, whether present or future.</p>	RFQP conditions shall prevail.

DP

Deva

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Please delete this Clause 3.12.3, as such a waiver is not legally tenable.	
129.	Legal 3.17.3 of RFQP	The Clause provides that the Selected Bidder would be required to extend the Proposal Validity Period until the date of execution of the Concession Period. Please delete this Clause, as otherwise, in case a delay in execution of the Concession Agreement is attributable to DoT, the Selected Bidder would be perpetually bound to keep its proposal valid.	RFQP conditions shall prevail.
130.	Legal 4.5.4 of RFQP	The Clause provides as follows: "A Bidder who has quoted minimum CYOF for a Cluster and refuses, repudiates or otherwise withdraws from signing of Concession Agreement(s) or, <i>in case Concession Agreement is signed by both the parties from proceeding with the Project</i> , then such Bidder shall be disqualified from all balance bidding process activity for the Scheme in terms of Clause 3.13."	RFQP conditions shall prevail
131.	Legal 2.4(d) of the DCA	There appears to be some typographical error in the underlined portion. Kindly clarify. The Clause provides that the Concessionaire shall comply with all lawful and reasonable directions of the DoT or IM relating to its performance of the Stage Carriage Services. This clause would imply that Concessionaire would be required to comply with any directions of the DoT or IM, which may be contrary to the terms of the Concession Agreement or otherwise may impose any additional obligations on the Concessionaire (which are not contemplated under the Concession Agreement), and therefore, is onerous. Please delete this clause as the obligations of both parties (i.e. the Concessionaire and the DoT) are set out under the Concession Agreement, whereas the essence of DoT's ability to perform its statutory duties appears to have been separately captured under Clause 2.5.	RFQP conditions shall prevail.
132.	Legal 4.7 of the DCA	The Clause allows DoT to revise Performance Adjustments for the first three months in its sole discretion. This appears to be onerous from the Concessionaire's perspective as it theoretically allows DoT to increase the quantum of Performance Deductions even beyond the thresholds set out under Schedule	RFQP conditions shall prevail.

WV

Shawar

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		3. Therefore, please amend this Clause 4.7 such that the Performance Adjustments made by DoT for the first three month would not exceed the thresholds set out under Schedule 3.	
133.	Legal 4.8(a)(i) and (ii) of the DCA	Increase in costs on account of Change in Law has been subjected to such change being unforeseen and being capable of being avoided. Please note that these conditions appear to be relevant in case of force majeure events and not change in law. Therefore, please delete these conditions under Clause 4.8(a)(i) and (ii).	RFQP conditions shall prevail.
134.	Legal 5.2(d) of the DCA	DoT has the right to revise the schedule by reducing time. We request that DoT consults the Concessionaire before revising the Schedule. Therefore, please amend this Clause such that DoT will revise the Schedule by receding time in consultation with the Concessionaire.	RFQP conditions shall prevail.
135.	Legal 7.2.2(ii), (ij), (kk) of the DCA	Obligations with respect to Supply and Technical Support Contract. Given that it is not mandatory for the Concessionaire to enter into a Supply and Technical Support Contract (especially, if the Concessionaire is an OEM), please insert 'if applicable' wherever a reference to Supply and Technical Support Contract is made under the Agreement.	RFQP conditions shall prevail.
136.	Legal 8.4.2 of the DCA	IM is entitled to change the Performance Standards with the consent of DoT. Clause 8.4.2 contradicts to Clause 8.4.1 where any changes to performance standards can only be made if both DoT and Concessionaire agreement to such changes, failing which previous year's standards would apply. Therefore, please delete this Clause 8.4.2	RFQP conditions shall prevail.
137.	Legal 14.2 of the DCA	The Concessionaire is required to ensure that all passengers use the FCS in terms of the guidelines provided for cooperation between Concessionaire and DoT, IM or its agents.	RFQP conditions shall prevail.

OK

[Signature]

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Given that FCS is not under the Concessionaire's scope of work under the Concession Agreement, Concessionaire cannot be held responsible for passengers not using FCS. Therefore, please delete this Clause. At best, the Concessionaire can endeavour to undertake this on a best effort basis.	
138.	Legal 6.1(h) of the DCA	<p>IM is entitled to amend the specifications in consultation with the DoT.</p> <p>Given that the Bidders are submitting their bids taking into account the Specifications and Standards set out under the DCA, any unilateral changes in such Specifications and Standards after execution of the Concession Agreement would be unfair to the Concessionaire. Therefore, please remove this Clause 6.1(h) or otherwise amend the same to provide that any changes in Specifications would be made in consultation with the Concessionaire.</p>	RFQP conditions shall prevail.
139.	Legal 6.2 of the DCA	<p>DoT will make payment to IM from DoT Collectibles.</p> <p>Payment by DoT to IM is an internal matter between the DoT and the IM, and the same should not have any impact on the payments due from DoT to the Concessionaire. Therefore, please amend this Clause to provide that payments by DoT to IM would, if made from the Designated Account, would be released only after payments to Concessionaire have been released in accordance with the Concession Agreement.</p>	RFQP conditions shall prevail.
140.	Legal 7.2.2(dd) of the DCA	<p>The Concessionaire is required to enter into Depot Agreement with the DoT</p> <p>Please share a draft of the Depot Agreement prior to the bid due date such that the Bidders could review the same and request for clarifications/amendments if needed, prior to the bid due date.</p>	RFQP conditions shall prevail.
141.	Legal 16.1 of the DCA	<p>Sub-condition (iii) requires that an event would qualify as a force majeure event if, inter alia, it causes a 'Material Adverse Effect' on the performance of the Affected Party. The definition of 'Material Adverse Effect' is set out below: "means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party."</p> <p>Please note that force majeure cannot be linked to Material Adverse Effect as the cause of action of a force majeure event in itself may not necessarily cause a material financial burden on or a loss to a</p>	RFQP conditions shall prevail.

OKP

Devesh

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Party. Therefore, please revise sub-condition as follows: "reasonably affects the ability of the Affected Party to perform its obligations under this Concession Agreement"	
142.	Legal 16.2 of the DCA	We note that epidemic, pandemic, endemic and lock-down have not been included in the list of force majeure events, however, given the current circumstances, it would be advisable that 'epidemics', 'pandemics', 'endemics' are specifically included in the list of non-political force majeure events. Please amend this clause to specifically include 'epidemics', 'pandemics', and 'endemics'.	RFQP conditions shall prevail.
143.	Legal 16.3 of the DCA	We note that the Clause provides for an extremely lean list of indirect political force majeure events. We request DoT to please amend this Clause in line with the model documents of the Niti Aayog, and include the following: "any event or circumstances of a nature analogous to any of the foregoing."	RFQP conditions shall prevail.
144.	Legal 16.4 of the DCA	We note that lock-down has not been included in the list of political force majeure events, however, given the current circumstances, it would be advisable that 'lock-down' are specifically included in the list of political force majeure items. Please amend this clause to specifically include 'lockdown'. Further, please amend this Clause in line with the model documents of the Niti Aayog, and include the following: "any event or circumstances of a nature analogous to any of the foregoing."	RFQP conditions shall prevail.
145.	Legal New Clause	The Concession Agreement currently does not provide for an extension in case of force majeure. Therefore, please incorporate a new clause which provides that if any force majeure event occurs, the concession period would be extended by a period, equal in length to the period during which the Concessionaire was prevented from performing its obligations.	RFQP conditions shall prevail.
146.	Legal 16.7(b) of the DCA	The Clause provides, inter alia, for a termination right in case the force majeure subsists for exceeding 180 days. However, the Clause is silent as to whether this 180 day period would pertain to a continuous period of 365 days or during the entire concession period.	RFQP conditions shall prevail.

AKP

Shreeraj

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Please modify this Clause such that a termination due to force majeure will be permitted only if the force majeure event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days.	
147.	Legal 17.1.1(6) of the DCA	The Clause provides that in case the Concessionaire creates any Encumbrance, charges or lien in favour of any person save and except as otherwise expressly permitted under Article 23, the same would be a Concessionaire event of default. Please note that this Clause is ambiguous as the Clause does not specifically set out the asset on which such charge or lien is created. Therefore, please amend this Clause as follows: "The Concessionaire creates any Encumbrance, charges or lien on the GNCTD Infrastructure Facilities in favour of any person save and except as otherwise expressly permitted under Article 23."	RFQP conditions shall prevail.
148.	Legal 17.4.1 of the DCA	The DoT event of default presently do not specifically include a payment default. Inclusion of this is most crucial from the Concessionaire's perspective, and the same is typically included specifically in concession agreements across sectors, as well as the same is included in the Model Concession Agreement issued by the Niti Aayog. Please include the following as a DoT event of default: "DoT has failed to make any payment to the Concessionaire within the period specified in this Concession Agreement"	RFQP conditions shall prevail.
149.	Legal	The Clause provides as follows: "Succeed upon election by DoT without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire as DoT may in its discretion deem appropriate and shall upon such election be required to compensate such contractors only for compensation accruing and becoming due and payable to them from and after the date DoT elects to succeed to the interests of the Concessionaire as aforesaid. All sums claimed by such Contractors as being due and owing for work and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors and DoT shall in no way or manner be liable or responsible for such sums."	RFQP conditions shall prevail.
150.	Legal 20.1(b)	The indemnity provided by DoT does not seem to cover a breach by DoT/IM of any of its obligations under this Agreement or any related agreement. This typically covered in contracts of this nature, as well as set out under the Model Concession Agreement of the Niti Aayog.	RFQP conditions shall prevail.

AP

Devedan

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Please amend this Clause to include indemnity to be provided by DoT on account of a breach by DoT/IM of any of its obligations under this Agreement or any related agreement.	
151.	Legal New Clause	Presently, the draft Concession Agreement does not include a clause on limitation on liability, and therefore, liability of both parties appears to be uncapped. Please include a limitation of liability clause in line with the Model Concession Agreement of the Niti Aayog.	RFQP conditions shall prevail.
152.	Legal Paras 1.1(c) and (d) of Schedule 10	Paras 1.1(c) and (d) of Schedule 10 sets out requirements in connection with the shareholding of the Selected Bidder in the Concessionaire. Given that it is not mandatory for the Selected Bidder to incorporate a special purpose company, and therefore, the Selected Bidder can itself enter into the Concession Agreement, in the interest of absolute clarity, please amend Paras 1.1(c) and (d) of Schedule 10 to state that these would apply only in case the Concessionaire is a special purpose company.	RFQP conditions shall prevail.
153.	Legal Para 1.1(i) of Schedule 10	Para 1.1(i) of Schedule 10 provides that the Concessionaire shall not be allowed to transfer shares for at least three (3) years from Commercial Operation Date (COD) without the consent of Transport Department. Please note that this condition is onerous and is not feasible as pursuant to this condition, the Concessionaire would be required to seek DoT's consent in connection with transfer of even 1 single share. Further, if the Concessionaire is a listed company on a stock exchange, this condition cannot be fulfilled given that shares would be subject to trading on the stock exchange. Therefore, please delete this requirement or at least set out a threshold, only above which the Concessionaire would be required to seek prior consent of DoT. Please take into account that such a threshold should not be low as otherwise the same would be detrimental from a listed company's perspective.	RFQP conditions shall prevail.
154.	Legal	12. Pursuant to Clause 7.2.5.4, the Concessionaire is required, within 30 (thirty) days from date of LOA, to provide to the DoT 5 (five) copies of the Designs and Drawings of the Prototype. Please change to during prototype inspection	Please refer Amendment No. 1

WV

Amend

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
155.	Clause 4.6.2	The Bidder shall be considered eligible even if an OEM associated with such Bidder is associated with other Bidders under this Bid Process. For avoidance of doubt, a Bidder shall not associate with more than one OEM for a Project. The bidder shall be allowed to associate with multiple Oem and Operator sp that there is no monopoly of the OEM/Operator post award of the Contract. Rather it is submitted that, bidders must be allowed to go with any OEM as per your requirement to purchase the buses as done in the CNG Bus Tender.	Please refer Amendment No. 1
156.	Clause 4.9	The performance deductions for not meeting the service level obligations are capped at 10% of CYF. For the purpose of determining the aforementioned cap, performance deductions for the following will not be considered: a. failure to meet Assured Fleet Availability for any reasons attributable to the Concessionaire, and b. fatal accidents and over speeding It is submitted that being this a new technology the performance deductions shall be capped at 5% rather than 10% also assured fleet availability shall be considered in this capping. DTC also capped the penalties at 5% including Assured Fleet Availability and Fatal Accident	RFQP conditions shall prevail.
157.	5.1 (h)	Subsidy – DoT, GNCTD shall provide Subsidy ("Subsidy") for the electric buses procured by the Concessionaire under the Agreement. No Subsidy shall be provided for the chargers and/or related infrastructure. It is confirmed that the payment of subsidy shall be done by DoT.	Please refer Amendment No. 1
158.	Clause 5.1 (h)(iv)	The Subsidy shall be payable by DoT, GNCTD only after start of actual operation of entire cluster, meeting the mandated service schedule It is requested to disburse the subsidy as the buses get registered in phase wise and on receiving 100% bank guarantee against that amount to fascilitate the Bidders with lower cost.	Please refer Amendment No. 1
159.			Please refer Amendment No. 1

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
	Clause 5.1 (h)(vi)	The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till for the Concession Period from the date of signing of the Concession Agreement.	
		It is submitted that being the subsidy is provided for the procurement of Buses and Bank Guarantee is demanded for its compliance and performance, the validity of the bank guarantee shall be of only for one year as the buses shall be delivered and plied for the operations post approval of the DoT, Testing agencies and other Statutory Authorities. Also for the performance obligations operator has to submit the Performance Security as per the RFP.	
160.	Clause 7.2.6.2 (i)	The cost of bus for the purpose of calculation may be taken as per invoice cost or the cost indicated in the bid, whichever is lower. The statement is contradictory to that of FAME II scheme wherein the cost of bus is calculated on the basis of the formula given not limited to the invoice value. Please clarify the same	Please refer Amendment No. 1
161.	Clause 1	Academic qualifications for the drivers shall be minimum 10 + 2 class pass or as applicable by law It is requested to allow drivers with qualification of 10 Pass or as per Govt Rules	RFQP conditions shall prevail.
162.	Clause 2.1	$X = X * [1 + (0.2 \times (CPI\ n - CPI\ b) / CPI\ b) + (0.4 \times 0.6 \times (WPI\ n - WPI\ b) / WPI\ b)]$ It is submitted to link the formula with Minimum Wages as per Delhi.	Please refer Amendment No. 1
163.	Clause 2.4 (a)	DoT shall bear the cost towards charging of electric buses on actual consumption upto a maximum consumption @1.4kWh for every service kilometer	Please refer Amendment No. 1

DN

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
	Clause 5.1 (h)(vi)	The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till for the Concession Period from the date of signing of the Concession Agreement.	
160.	Clause 7.2.6.2 (i)	It is submitted that being the subsidy is provided for the procurement of Buses and Bank Guarantee is demanded for its compliance and performance, the validity of the bank guarantee shall be of only for one year as the buses shall be delivered and plied for the operations post approval of the DoT, Testing agencies and other Statutory Authorities. Also for the performance obligations operator has to submit the Performance Security as per the RFP.	
		The cost of bus for the purpose of calculation may be taken as per invoice cost or the cost indicated in the bid, whichever is lower.	Please refer Amendment No. 1
		The statement is contradictory to that of FAME II scheme wherein the cost of bus is calculated on the basis of the formula given not limited to the invoice value. Please clarify the same	
161.	Clause 1	Academic qualifications for the drivers shall be minimum 10 + 2 class pass or as applicable by law	RFQP conditions shall prevail.
		It is requested to allow drivers with qualification of 10 Pass or as per Govt Rules	
162.	Clause 2.1	$X = X * [1 + (0.2 \times (CPI\ n - CPI\ b) / CPI\ b) + (0.4 \times 0.6 \times (WPI\ n - WPI\ b) / WPI\ b)]$ It is submitted to link the formula with Minimum Wages as per Delhi.	Please refer Amendment No. 1
163.	Clause 2.4 (a)	DoT shall bear the cost towards charging of electric buses on actual consumption upto a maximum consumption @1.4kwh for every service kilometer	Please refer Amendment No. 1

OK

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
155.	Clause 4.6.2	The Bidder shall be considered eligible even if an OEM associated with such Bidder is associated with other Bidders under this Bid Process. For avoidance of doubt, a Bidder shall not associate with more than one OEM for a Project. The bidder shall be allowed to associate with multiple Oem and Operator sp that there is no monopoly of the OEM/Operator post award of the Contract. Rather it is submitted that, bidders must be allowed to go with any OEM as per your requirement to purchase the buses as done in the CNG Bus Tender.	Please refer Amendment No. 1
156.	Clause 4.9	The performance deductions for not meeting the service level obligations are capped at 10% of CYF. For the purpose of determining the aforementioned cap, performance deductions for the following will not be considered: a. failure to meet Assured Fleet Availability for any reasons attributable to the Concessionaire, and b. fatal accidents and over speeding It is submitted that being this a new technology the performance deductions shall be capped at 5% rather than 10% also assured fleet availability shall be considered in this capping. DTC also capped the penalties at 5% including Assured Fleet Availability and Fatal Accident	RFQP conditions shall prevail.
157.	5.1 (h)	Subsidy – DoT, GNCTD shall provide Subsidy ("Subsidy") for the electric buses procured by the Concessionaire under the Agreement. No Subsidy shall be provided for the chargers and/or related infrastructure. It is confirmed that the payment of subsidy shall be done by DoT.	Please refer Amendment No. 1
158.	Clause 5.1 (h)(iv)	The Subsidy shall be payable by DoT, GNCTD only after start of actual operation of entire cluster, meeting the mandated service schedule It is requested to disburse the subsidy as the buses get registered in phase wise and on receiving 100% bank guarantee against that amount to facilitate the Bidders with lower cost.	Please refer Amendment No. 1
159.			Please refer Amendment No. 1

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>Clarification required for charges to reimbursed at HT or LT side.</p> <p>Also it is requested form DoT to pay electricity charges upto 1.4 Unit per KM directly to the Electricity Provider</p>	
164.	Clause 4. 1	<p>The DoT may change location of Depot at the time of initial allotment or during the Concession Period based on ground factors like optimum utilization of Depot Space, availability of mentioned depot space, Court Case or in public interest to reduce Dead Mileage.</p> <p>The location of depot shall be changed by DoT but there should not be change in no of buses per depot. Max 2 Depot for the Fleet.</p>	RFQP conditions shall prevail.
165.	Clause 5.6	<p>The Concessionaire can have the options i.e.</p> <ol style="list-style-type: none"> 1. To operate buses having a range of 240 kms in a single charge; or 2. If engaging buses less than a range of 240 kms in a single charge; to make suitable arrangement for charging/infrastructure in between the break at/nearby designated bus stop (generally one hour), or to make arrangement of adequate number of additional buses, if not making provision for charging infrastructure during the one-hour break. <p>It is submitted that, Delhi Transport Corporation which is under DoT has floated tender for 300 E-Buses wherein the duty changeover is done inside the depot and buses get time of 1 Hour for opportunity charging. In the same way it is requested to allow minimum one-hour time for the charging inside the depot during duty change over.</p> <p>The buses have to run 240 KM, 17Hrs of Duty in single charge and there is no OEM registered in India with this type of Bus.</p> <p>Also the load provided at the depot is not sufficient for the charging infra as mentioned in the RFP.</p>	Please refer Amendment No. 1
166.	3.1	<p>Electric Drive Engine(s)</p> <p>A high energy efficiency of the drive engine(s) is required. The engine shall be designed to operate for not less than 900,000 km without major failure or significant deterioration.</p>	RFQP conditions shall Prevail

QMP

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Traction motor designed to operate for 5 lakh km. The usable life of motor is around 5 years and has to be overhauled/replaced for further usage.	
167.	5.3	Traction energy storage and charging infrastructure The traction energy storage must provide at least 80 % of its original energy content over a distance of 500,000 km or five years, taking the ambient conditions as described above into consideration. The traction energy storage must provide at least 80 % of its original energy content over a distance of 350,000 km or five years whichever is earlier	RFQP conditions shall Prevail
168.	5.6	Traction energy storage and charging infrastructure The traction energy storage must be sufficient for a minimum autonomy of 120 kms/ bus/ day to meet the operational conditions as described in Para 2 of Schedule 2 for a daily driving range of minimum 240 kms excluding dead kms for recharging. Bus will run 120 km in single charge but We need 1 hour real charging time to run the bus for 240 km. Dead km for recharging should be included in 240 km.	Please refer Amendment No. 1
169.	8.1	Braking System The braking system must consist of the generator function of the electric drive engine(s) (electric brake) and a full pneumatic braking system with dual circuit having four-way protection valve, auto slack adjuster, with non-asbestos brake lining (Disc at front and drum at rear). We request you to provide options of disc brakes at rear also as it is considered to be superior to drum brakes.	RFQP conditions shall Prevail
170.	52.2	Proof of Concept DoT may prescribe any other route for the purpose of Proof of Concept. DoT shall have the option to carry out the Proof of Concept with equal weight instead of actual passengers to test the efficacy of bus where it may not be possible on some routes to have 100 passengers on the bus.	Please refer amendment No. 1

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		We request authority to exempt POC for those bidders whose similar model electric buses are operating in the country or those who have already conducted trials with Delhi Government. Also clarify the stage of POC ie weather it is part of technical evaluation for all bidders or L1 bidder has to conduct the same.	
171.	51.0 (C,4)	<p>Required:</p> <p>Air Curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m³/hr at each gate.</p> <p>Requirement to be eliminated to save Energy at every door opening.</p>	RFQP conditions shall Prevail
172.	38.5	<p>24 VDC battery including Charger</p> <p>The bus shall have 24 VDC double pole wiring for all its low voltage electrical equipment except in unavoidable circumstances. A separate system/ mechanism shall be provided for the discharge of electro static charge induced during the operation of vehicle. Appropriate precautions shall be taken in case of single pole wiring to avoid spark in sub-assemblies.</p> <p>Double pole multiplex wiring cannot be provided due to technical limitations; however, all safety standards shall be followed for wiring.</p>	RFQP conditions shall Prevail
173.	43.8	<p>Lights, Lighting and Light signalling Systems</p> <p>Switches shall be fitted on the right hand side of the instrument panel through evenly loaded circuits & fuses as per the bus code.</p> <p>Switches are fitted both left hand and right hand side of the instrument panel ergonomically for uniform Usage.</p>	RFQP conditions shall Prevail
174.	13.2	<p>Paneling</p> <p>Anti-drumming compound or High Pressure Laminate (HPS) shall be applied on inner side (enclosed surfaces) of entire paneling.</p>	RFQP conditions shall Prevail

DP

DeeDee

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Clarity required, clause 13.5 (All interior panelling shall be of Acrylonitrile Butadiene Styrene -ABS) to be removed as HPL will be provided as side & roof interior paneling	
175.	13.5	<p>Paneling</p> <p>All interior panelling shall be of Acrylonitrile Butadiene Styrene (ABS) conforming to relevant National or International Standards. Interior panels shall be attached in such a way so that there are no exposed unfinished or rough edges or rough surfaces. Panels & fasteners shall not be easily removable by passengers</p> <p>Interior panelling will be provided as follows:</p> <ol style="list-style-type: none"> 1- Interior Roof paneling - High Pressure Laminate (HPL) 2- Side Paneling Below Waist rail- High Pressure Laminate (HPL) 3- Side Paneling Above Waist rail- Acrylonitrile Butadiene Styrene (ABS) 4- Side Trims- Acrylonitrile Butadiene Styrene (ABS) 5- AC duct - ABS material. 6- Inner roof FR & RR dome: - FRP 	RFQP conditions shall Prevail
176.	20	<p>Floor</p> <p>Floor shall be constructed with 19 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2 gm/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board IS 710-1976/ latest and fire retardant as per IS 5509-2000 (IS 15061:2002). The floor shall be coated with Anti-skid material of 3 mm thick anti-skid type silicon grains ISO: 8777/76 for colour, IS: 5509 for fire retardancy.</p> <p>We request to kindly allow 12mm thickness phenolic resin plywood which is allowed in CNG Bus Tender as well as DTC tender of electric Buses. Wooden floor board density should also between 0.95 and 1.25 gm/cc conforming to IS 3513 (Part-3): type VI 1989 or latest.</p>	RFQP conditions shall Prevail
177.	4.9	<p>REVENUES</p> <p>The performance deductions for not meeting the service level obligations are capped at 10% of CYF. For the purpose of determining the aforementioned cap, performance deductions for the following will</p>	RFQP conditions shall prevail.

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Chaudhary

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		not be considered a. failure to meet Assured Fleet Availability for any reasons attributable to the Concessionaire, andb. fatal accidents and over speeding We request to cap All Penalties @3% of the total CYF. Same was followed in recent tender of Navi Mumbai.	
178.	1. Notes	Depot For charging infrastructure in Depots the power connection will be installed by DoT and provided at LT bus bar (415V). DoT is requested to provide two (02) separate electricity connections of requisite load & appropriate voltage level along with Tariff metering arrangement including DISCOM Tariff Metering Room at the boundary of each Depot/charging location, as per the DISCOM Tariff categories(a) for meeting Auxiliary loads / Depot Infrastructure loads.(b) for meeting EV Charging loads.	RFQP conditions shall Prevail
179.	3.9	Facilities to be developed by the concessionaire The Concessionaire shall be responsible for preventive maintenance of power infrastructure beyond the switching/ metering point of power distribution company i.e below 66/33kV till LT connection which includes GIS sub station and upto the LT point for the entire Concession Period. Since DoT is providing the entire Power Supply set up from DISCOM metering point up to LT bus (415V) level, we request preventive maintenance of the same to be under DoT scope / responsibility.	Please refer Amendment No. 1
180.	1. Notes	Depot Buraii Depot Power to be provided by DoT at LT bus bar level. 11kV substation and associated infrastructure upto LT bus bar level to be developed by DoT. o Total Power Connection – 2 No. 11 KV connections of 4 MVA each totaling to 7.8MVA for two plots. Kindly clarify that can we enhance the load in future if required due to operational requirements.	RFQP conditions shall Prevail
181.	Definitions	Part 2; Article 1	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>Idle run excludes journey performed for activities such as repair, maintenance,..... Travel to Depot/ any other location for opportunity/ additional charging (excluding overnight charging) of bus during daytime</p> <p>We request Authority to kindly consider idle run for opportunity charging during shift changeover at day time also. It is highly recommended to have the charging infrastructure at one location (Depot) to use the available resources optimally.</p>	
182.	Part 2 Clause 5.6.2	<p>The concessionaire can have option of: 1. To operate buses having range of 240Kms in single charger. 2. If engaging buses runs less than 240kms in single charge; to make suitable arrangement for charging/ infrastructure in breaks at nearby designated bus stop (generally one hour) or to make arrangement of additional buses, if not making provision of additional infrastructure</p> <p>We request authority to allow the buses to come to depot for opportunity charging of net one hour and travel time duration and distance covered by bus for the same is to be considered as revenue Kilometers for operator. DTC is following the same pattern for their recently concluded tender for Electric Buses. This shall allow optimal usage of charging infrastructure of the depot and reduce overall cost of the project. Arranging extra buses or setup of charging infrastructure at other location shall require high capital and shall put bidders in disadvantage who wants to offer solution with opportunity charging. Most of the STUs in recent electric bus tenders has allowed opportunity charging at Depots during shift change in order to optimize the cost and optimal use of already established charging infrastructure.</p>	Please refer Amendment No. 1
183.	Part 2 Clause 5.6	<p>Traction Energy Storage system must be sufficient for daily driving range of minimum 240 kms. Excluding Dead Kms.</p> <p>Also, let us know, if there is any other dead kms. between terminals. If yes, how much of dead KM</p>	Please refer Amendment No. 1
184.	Part 2 Clause 5.7	<p>Availability of Charging device: 97%</p> <p>Kindly elaborate the mechanism to calculate. - Also, Considering harsh ambient conditions in Delhi please lower down the availability of chargers below 85% as these are electronics & electrical items. The OEM commit the uptime of 85% hence providing 97% will be difficult to manage. - Planned</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		downtime for preventive maintenance and reactive maintenance is shall be excluded of availability.- Need to elaborate the planned downtime mechanism- Availability of chargers to be calculated on the 24 hours basis or purely out of operational hours.	
185.	Part 2 Clause 5.7	Availability of charging station: 99% Kindly elaborate the mechanism to calculate.- Also, Charging station availability shall be lowered down to below 90% as these are electronics & electrical items.- This should be linked to the planned number of buses Vs. actual number of buses charged on monthly basis	RFQP conditions shall prevail.
186.	NA	NA Night Charging Window We request Authority to kindly confirm Night Charging window at Depot. Given operational hours are 12-14 hours shall be read as 5.5 hours of charging window as post operational hours the bus will take 30 min to reach to charging depot.	RFQP conditions shall prevail.
187.	NA	Opportunity charging Window We request Authority to kindly confirm Opportunity Charging window at Depot/ terminals	RFQP conditions shall prevail.
188.	NA	NA NA Being the EV there is a difference in the nature of operations, these vehicles needs more planning than the conventional CNG vehicles. Hence the Night Charging Window needs to be of atleast 7.5 hours and Opportunity (Day time) charging window should be atleast 5 hours for all the buses under this project	RFQP conditions shall prevail.
189.	Part 2 Clause 3.6	All civil work related to charging infrastructure at depots to be developed by concessionaire As DOT is providing Electricity, & covered area of 2500 sqm., We request Authority to consider Shed for Charging Infrastructure also in Dot Scope	RFQP conditions shall prevail.

AM

Devesh

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
190.	Part 3	Cluster design Data Routes with No. of Buses & Route length provided by Authority We request Authority to kindly confirm no. of trips on each route by buses	RFQP conditions shall prevail.
191.	Part 3	Cluster design Data Routes with No. of Buses & Route length provided by Authority We request Authority to kindly confirm whether idle run also considered in route length	RFQP conditions shall prevail.
192.	Part 2 Schedule 9, Clause 1.7	Civil Works at the Depot shall be typically constructed by Transport Department Please confirm, whether civil foundation & shed for Chargers will be provided by DoT	RFQP conditions shall prevail.
193.		Assured KM's Average Assured Km per bus per year on scheduled buses @95% of total fleet: 73000 Assured KM's should be on all 190 buses	RFQP conditions shall prevail.
194.	4.15	Subsidy Security/ Bank Guarantee Subsidy Bank guarantees for a period of 5 years It is requested that Subsidy bank guarantee should be reduced by 20% every year in order to reduce the cost of BG to contractor resulting in competitive pricing	Please refer Amendment No. 1
195.	4.15 (iv)	Subsidy payment The Subsidy shall be payable by DoT only after start of actual operation of entire cluster, meeting the mandated service schedule.	Please refer Amendment No. 1

AP

Deena R

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		We request Authority to release subsidy as per following schedule: 1. 20% as mobilization advance after signing of agreement. 2. 50% after delivery of Buses in Proportionate manner. 3. 30% after completion of fleet and start of full services.	
196.	1.2 (vi)	Interest on delayed payment No interest will be payable on account of delay in release of payment We request to pay interest @18% for delay in payment	RFQP conditions shall prevail.
197.	1.2	Payment Terms Payment shall be made on the following dates ("Payment Date/s"), based on the invoice raised by the Concessionaire, at least 5 days prior to the Payment Date: 1. 15th day of PM : 30% of estimated Payment for PM2. 30th or 31st day of PM : 30% of estimated Payment for PM3. Before 10th day of month succeeding PM : 100% of Payment for PM subject to We request payment terms as below: 1. 15th day of PM : 40% of estimated Payment for PM2. 30th or 31st day of PM : 40% of estimated Payment for PM3. Before 5th day of month succeeding PM : 100% of Payment for PM subject to	RFQP conditions shall prevail.
198.	4.9	Operational Penalty The performance deductions for not meeting the service level obligations are capped at 10% of CYF We request to the performance deductions for not meeting the service level obligations are capped at 3% of CYF	RFQP conditions shall prevail.
199.	7.2.2(ii)	Operational Obligations DoT shall not be responsible for disruption of power supply due to any reason whatsoever. It is further clarified, that the lack of power availability due to electricity failure or otherwise due to any reason whatsoever shall not be dealt with under Force Majeure under any circumstances.	RFQP conditions shall prevail.

AN

Devasu AN

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		To be deleted, as failure of power may be because of the situations which are beyond the control of the contractor (Force Majeure Event) and hence, contractor will not be liable for them	
200.	7.2.3(h)	Administrative Obligations agrees that DoT and IM shall have the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action and that in no event, the Concessionaire shall not be liable for the disputes/ claims arising out of such control and supervision of DoT.	RFQP conditions shall prevail.
		authority is requested to add underlined part	
201.	7.2.4(t)	General Obligations indemnify and hold harmless DoT and/or IM and their employees from and against all actions, suits, claims, damages, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Concessionaire in connection with the performance of its obligations under this Agreement or any activity incidental thereto. Already captured in Clause 20.1 (General Indemnity). Suggested to Delete	RFQP conditions shall prevail.
202.	7.2.4(w)	General Obligations replace or reimburse all costs associated with replacement / repair of On-board Equipment, where such damage/loss/theft is due to negligence of the Concessionaire and where such equipment are replaced by DoT/IM/ its agencies, the Concessionaire shall pay at 1.25 times the actual cost incurred by DoT for such replacement/repair. authority is requested to delete italic part	RFQP conditions shall prevail.
203.	7.2.5.4	Prototype The DoT shall depute a team of experts for undertaking a review of the Designs and Drawings and for submitting a report (the "Design Report") to the DoT within 15 (fifteen) days from the date of receiving the Designs and Drawings. For the avoidance of doubt, it is agreed that the review and	RFQP conditions shall prevail.

DR

Devedu

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. <i>It is further agreed that any failure or omission of the DoT to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such Designs and Drawings by the DoT.</i> authority is requested to delete italic part	
204.	7.2.5.5	Tests at Manufacturer's Plant The Concessionaire shall, with at least 4 (four) weeks' notice to the DoT, convey the date, schedule and type of tests that shall be conducted on the Prototype at the manufacturer's plant and the DoT shall have the right, but not the obligation, to nominate its representative to witness the tests. It is clarified <i>that both the parties shall bear their own costs incurred on account of the visit of DoT or its representatives to the manufacturer's plant shall be borne by the Concessionaire.</i> it is requested that both the parties shall bear their own costs pertaining to visit of DoT or their representatives to the JBM's plant.	RFQP conditions shall prevail.
205.	7.2.5.7	Acceptance of Prototypes The Parties expressly agree that conducting Tests by the DoT shall not relieve or absolve the Concessionaire of its obligations and liabilities under this Agreement in any manner whatsoever. However, for the sake of clarification, upon such acceptance it will be deemed that the Concessionaire's Prototype is in compliance with the Specifications and Standards and hence, the Concessionaire will not be liable or responsible for the claims arising on the grounds of non-conformity of the Products (manufactured as per the "Accepted Prototype") supplied by the Concessionaire with the Specifications and Standards. <i>it is requested to delete italic part and add underlined part.</i>	RFQP conditions shall prevail.
206.	11.5	Financing Agreement Notwithstanding anything to the contrary contained in this Agreement, if the Financial Close does not occur within the time period specified in the preceding clause and any extension thereof, <i>the parties shall mutually decide the next course of action in such event. all rights, privileges, claims and entitlements, if any, of the Concessionaire under or arising out of this Agreement shall be</i>	RFQP conditions shall prevail.

WV

Devi D

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<i>deemed to have been waived by and to have ceased with the concurrence of the Concessionaire, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties.</i>	
207.	15.2	Insurance The Concessionaire shall submit to IM within thirty (30) days of obtaining such insurance cover, proof of all insurance obtained by the Concessionaire in accordance with this Article. <i>The DoT and IM shall co-operate with the Concessionaire in good faith and provide all the documentation or permissions required for the claim of such insurance cover and shall not withhold them unreasonably.</i> it is requested to deleted italic part and add underlined part.	RFQP conditions shall prevail.
208.	15.2	Insurance The Concessionaire hereby further releases assigns and waives any and all rights of recovery against, inter alia, DoT and IM and its affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductable clauses in or inadequacy of limits of any such policies of insurance. <i>However, notwithstanding anything contained herein, the DoT and IM and its affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters shall be liable to compensate the Concessionaire for the amount having shortfall in the insurance claims.</i> it is requested to deleted italic part and add underlined part.	RFQP conditions shall prevail.
209.	16.3	Indirect Political Force Majeure Events For purpose of this Clause, Indirect political Event shall mean an act of war (whether declared or undeclared), invasion, armed conflict or an act of foreign enemy, blockade, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents the Concessionaire	RFQP conditions shall prevail.

119

Uweoqur

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		from operating the Stage Carriage Services for a period exceeding a continuous period of seven (7) thirty (30) days in a year. it is requested to deleted <u>italic</u> part and add underlined part.	
210.	16.4(b)	Political Force Majeure Events Expropriation or compulsory acquisition by any Governmental Agency of the entire Scheme. it is requested to deleted <u>italic</u> part and add underlined part.	RFQP conditions shall prevail.
211.	16.7(b)	Termination due to Force Majeure Event Notwithstanding anything contained in this Agreement, on determination of Total Loss or if a Force Majeure Event subsists for a period exceeding 180 days, <i>the Parties shall mutually decide the next course of action to protect the interest of both the parties either Party shall be entitled to terminate this Agreement by a notice in writing in respect thereof.</i> it is requested to deleted <u>italic</u> part and add underlined part.	RFQP conditions shall prevail.
212.	16.7(c)	Termination due to Force Majeure Event Following the issue of notice to terminate this Agreement as may be mutually discussed between the parties and as provided for in this Article, the Concessionaire shall promptly take all such steps as may be necessary or required to handover the assets and other facilities given by DOT/IM to the Concessionaire subject to other provisions of this Agreement. it is requested to deleted <u>italic</u> part and add underlined part.	RFQP conditions shall prevail.
213.	17.1.1(3)	Concessionaire Event of Default At any time during the Concession Period, the Concessionaire fails to adhere to the Equipment Specifications or has failed to meet Performance Standards in terms of Clause 8.2 and 8.3 and has failed to remedy the same within 30 60 days or as may mutually agreed upon by the Parties; it is requested to deleted <u>italic</u> part and add underlined part.	RFQP conditions shall prevail.

AP

Shweta

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
214.	17.1.1(5)	<p>Concessionaire Event of Default</p> <p>The Concessionaire commits default in complying with any of the terms and conditions of this Agreement, save and except those defaults in respect of which Cure Period has been expressly provided in this Agreement and fails to remedy or rectify the same within the period provided in a notice in this behalf from DoT which shall: (a) require the Concessionaire to remedy the breach or breaches referred to in such notice within sixty (60) days 1 (one) month (or such longer period as may be agreed by the DoT at its absolute discretion); or (b) permit the Concessionaire to put forward within 30 days 15 days of such notice a reasonable programme for the remedying of the breach or breaches, such programme to specify in reasonable detail the manner in which such breach or breaches is or are proposed to be remedied and the latest date by which it is proposed that such breach or all such breaches shall be remedied.</p> <p>it is requested to deleted <i>italic</i> part and add underlined part.</p>	RFQP conditions shall prevail.
215.	17.1.2	<p>Save and except as otherwise provided in Clause 17.2, and without prejudice to any other right or remedy which DoT may have in respect thereof under this Agreement, upon a report from IM or otherwise about the occurrence of any breach or default by the Concessionaire under this Agreement including any Concessionaire Event of Default, DoT shall be entitled to terminate this Agreement after serving an advance written notice of 30 (thirty) days by a communication in writing (the "Termination Notice") to the Concessionaire if the Concessionaire has failed to cure such breach or default within the period provided for the same in this Agreement provided that before issuing the Termination Notice, DoT shall by a notice in writing inform the Concessionaire of its intention to issue the Termination Notice (the "Preliminary Notice") and grant 30 (thirty) 15 (fifteen) days time to the Concessionaire to make its representation, if any, against such intended Termination Notice and shall after the expiry of said 30 (Thirty) 15 (fifteen) day period whether or not it is in receipt of such representation, in its sole discretion shall convene a meeting with the Concessionaire to mutually discuss the next course of action. issue the Termination Notice.</p> <p>it is requested to deleted <i>italic</i> part and add underlined part.</p>	RFQP conditions shall prevail.
216.	17.2	<p>Notwithstanding anything to the contrary contained in this Agreement, in the event of the Concessionaire being in default under any of the provisions hereof expressly providing for</p>	RFQP conditions shall prevail.

AN

Amudha

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Termination under or in accordance with this Clause 17.2. DoT shall be entitled to terminate this Agreement forthwith by issuing a Termination Notice of sixty (60) days to the Concessionaire and upon issue of such Termination Notice by DoT this Agreement shall stand terminated forthwith. Provided, however, that prior to such Termination, DoT shall by notice grant to the Concessionaire a Cure Period up to one (1) month for curing the relevant breach or default of the provisions of this Agreement. it is requested to deleted <i>italic</i> part and add underlined part.	
217.	17.8.5	Termination Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 17.8.1, the status of Concession Agreement shall, upon expiry of the aforesaid period, be discussed mutually between the parties. be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, <i>mutatis mutandis</i> , to such Termination as if a Termination Notice had been issued by the DoT upon occurrence of a Concessionaire Default. it is requested to deleted <i>italic</i> part and add underlined part.	RFQP conditions shall prevail.
218.	17.9	Miscellaneous On termination of this Agreement, neither party DoT or IM shall not be liable to the Concessionaire for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with such termination. it is requested to deleted <i>italic</i> part and add underlined part.	RFQP conditions shall prevail.
219.	18.1	Representations and Warranties of the Concessionaire The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DoT/IM shall not be liable for the same in any manner whatsoever to the Concessionaire. it is requested to deleted <i>italic</i> part and add underlined part.	RFQP conditions shall prevail.

AP

Deewan

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
220.	20.1	<p>Indemnity & Liability</p> <p>Without limiting the generality of Clause 20.1 the Concessionaire shall fully indemnify, save harmless and defend DoT and IM including its officers, servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Clearances or Approvals, (b) payments of taxes relating to the Concessionaire contractors, suppliers and representatives, income or other taxes required to be paid by the Concessionaire without reimbursement hereunder, or (c) non-payment of amounts due as a result of materials or services provided to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its agents.</p> <p><i>Notwithstanding anything mentioned in this Agreement the total liability of the Concessionaire shall be limited to the amount equal vent to total consideration earned towards assured kilometers by one quantity of bus or by the bus in default, in preceding 12 (twelve) months from the date of claim made by DoT or IM.</i></p> <p>it is requested to deleted italic part and add underlined part.</p>	RFQP conditions shall prevail.
221.	20.2	<p>Indemnity & Liability</p> <p>Without limiting the generality of the provisions of this Article and subject to the limitation of liability of the Concessionaire provided in Article 20.2, the Concessionaire shall fully indemnify, save harmless and defend the DoT and IM from and against any and all damages which the DoT and/or IM may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's agents in performing the Concessionaire's obligations or in any way incorporated in or related to the Scheme. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Scheme, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for DoT and/or IM a license, at no cost to DoT and/or IM authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense and without</p>	RFQP conditions shall prevail.

MP

Shree O

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		it is requested to add underlined part.	
222.	4.13.2	Acknowledgment of Letter of Acceptance (LOA) The Successful Bidder shall submit Performance Security in terms of Clause 4.14.1 in order to execute the Concession Agreement within thirty (30) days of the issue of LOA. For each day of delay beyond the aforesaid 30 days from the issue of LOA, a penalty of Rs. 1,00,000/- (one Lakh) per day of delay would be levied by Transport Department, GNCTD for a period of up to 45th day from the date of issue of LOA. We request authority to remove penalty as small delays usually happens because of reasons neither belonging to tenderer nor to the authority.	RFQP conditions shall prevail.
223.	Annex - II, routine test	LIST OF THE MATERIALS FOR ROUTINE TESTING LT Wire test: As per AIS-052 As per AIS-052 the one of standard is ISO 6722 which duration of one of the test is for 130 days and prototype is asked within 3 months after issuance of LOA. So we request to either exempt this test or provide sufficient time to provide this test report.	RFQP conditions shall prevail.
224.	2.4 (c)	Electricity Charges Adjustment for PM € The aforesaid payment towards electricity consumption for charging of electric buses shall be reimbursed to the Concessionaire by DOT for actual service kilometer as per electricity bill cycle along with final payment of subsequent month after presentation of the electricity bill for the purpose of charging of the buses. Authority is requested to take power factor from power supply to charging gun. There is 5-6% drop from power source to charging gun which will be financially impacting this project.	RFQP conditions shall prevail.
225.	2.4 (a)	Electricity Charges Adjustment for PM € DOT shall bear the cost towards charging of electric buses on actual consumption up to a maximum consumption @1.4kwh for every service kilometer.	Please refer Amendment No. 1

AM

(Signature)

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		DOT shall bear the cost for average annual consumption i.e 1.4Kwh/Km, however it should be reconciled at annual level in order to neutralize high consumption in summer months and low consumption in winter months.	
226.	Schedule 12	Routine Tests Routine Tests we request authority to clarify routine test 1. Test per bus.2. Test per fleet.3. Test as per Invoicing of Material.	RFQP conditions shall prevail.
227.	NA	infrastructure infrastructure ownership We understand that after the tenure of contract the buses shall be contractor's property and will be free to use them as per its choice.	RFQP conditions shall prevail.
228.		Appendix 18 Format for Annual Operating Costs We request authority to remove this appendix as this much detailed cost cannot be provided at this stage. Authority should consider quoted per km charges as sole criteria for awarding the contract break up should not be asked and it should be left on due diligence of the bidder.	Please refer Amendment No. 1
229.	4.6	Condition related to Original Electric Bus manufacturer Condition related to Original Electric Bus manufacturer Please clarify weather participation in the tender by Subsidiary of an OEM shall be considered as participation by OEM.	RFQP conditions shall prevail.
230.	4.15	Subsidy Per Bus	Please refer amendment No. 1

OK

[Signature]

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>Do T shall provide subsidy of 40% of bus with maximum value of 75 Lacs and calculation of bus price shall be derived from formula given in document</p> <p>We request authority to provide flat subsidy of 75 Lacs per bus without any relation to bus price formula as given in document in order to take maximum benefit of entire subsidy by bidder. This will result in substantial reduction of CYOF by prospective bidders.</p>	
231.	Part 1 Instructions to Bidders 2.1.3	<p>Permit for operation of Stage Carriage is issued by the State Transport Authority ("STA"), GNCTD for a maximum period of five (5) years only. To meet obligations under the Concession Agreement renewal of Permits may be required, for which purpose Concessionaires shall be required to approach STA. GNCTD proposes to facilitate such process, in terms of the Concession Agreement.</p> <p>We request authority to confirm the charges required for renewal of the permits</p>	<p>The Bidder may do its own due diligence. RFQP conditions shall prevail.</p>
232.	Part 1 Instructions to Bidders 52	<p>Proof of concept</p> <p>Option 1: We request authority to allow bidders to do the trial in Delhi using 12 meter 900mm(Semi Low Floor) height vehicle also.</p> <p>Or</p> <p>Option 2: We request authority to conduct the Proof of Concept trial run during the course of prototype inspection.</p> <p>Or</p> <p>Option 3: We request authority to deploy officials to the city where the buses of the OEM are running and get the feedback from officials</p> <p>Justification: Electric bus are nascent technology in india. Few OEMs have low floor electric buses which are in different stages of Development, we request authority allow such bidders also to participate in the tender by doing proof of concept using any of the above mentioned options.</p>	<p>Please refer Amendment No. 1</p>
233.	Part 1 Instructions to Bidders 4.2.1.6	<p>Table 4.4: Minimum Operational Experience Criteria</p> <p>We request authority to reduce Minimum Operational Experience Criteria to- 150</p> <p>Justification: Electric bus are nascent technology in India. Due to COVID situation across India execution of FAME tenders are in various stage. So we request you to reduce the requirement to 150.</p>	<p>RFQP conditions shall prevail.</p>

QW



Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
234.	Part 1 Instructions to Bidders Appendix 8C	<p>OEM needs to provide proof vis-à-vis the following: 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.</p> <p>OEM needs to provide proof vis-à-vis the following:</p> <p>OEM or its Parent/Associate Company 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.</p> <p><u>Justification:</u> We have formed a new subsidiary for Electric Vehicle business and hence we require to aggregate the certificates from Parent Company. Key tenders like BEST(340 Nos), APSRTC (350 Nos) and Kerala (50 Nos) have allowed aggregation of Technical aspects from Parent/associate company for qualification.</p>	Please refer Amendment No. 1
235.	Part 1 Instructions to Bidders	<p>General</p> <p>Request the Authority to provide route wise average speed as per past DIMTS data, for the routes shared in PART III - Cluster Design Data</p> <p><u>Justification:</u> Required to understand expected vehicle performance in Delhi conditions.</p>	RFQP conditions shall prevail
236.	Part 1 Instructions to Bidders	<p>General</p> <p>Request the Authority to share the load factor (average number of passengers per trip) for DIMTS buses as per past bus running data on routes shared in PART III - Cluster Design Data</p> <p><u>Justification:</u> Required to understand expected vehicle performance in Delhi conditions.</p>	RFQP conditions shall prevail
237.	Part 1 Instructions to Bidders	<p>General</p> <p>Request the Authority to share the Electricity tariff applicable for daytime and night time charging at Burari depot.</p>	The Bidder may carry out its own due diligence.

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Sr. No.	Paral Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
238.	Part 1 Instructions to Bidders	<p>General</p> <p>Request the Authority to share the Electricity tariff applicable for daytime and night time charging at Rohini Sec-37 depot.</p>	<p>The Bidder may carry out its own due diligence.</p>
239.	Part 1 Instructions to Bidders 5.6	<p>The traction energy storage must be sufficient for a minimum autonomy of 120 kms/ bus/ day to meet the operational conditions as described in Para 2 of Schedule 2 for a daily driving range of minimum 240 kms excluding dead kms for recharging.</p> <p>For recharging the buses to meet >240 kms per day of running, the bus will need to reach the location of the chargers, that is the bus depot. It is mandatory to have chargers at depot for purpose of night charging & maintenance.</p> <p>However for recharging, the distance of the route terminals from the depot is very high as per the routes shared in Table 1: Cluster No. E1 Route Details Pg. 326-328.</p> <p>Due to such high distance, it will cause:</p> <p>i) Excessive km running only for charging, causing km/day to be in much excess of 240.</p> <p>ii) Excess travel time from depot to terminal & back, causing disruption in schedule.</p> <p>While it is possible to have chargers at terminal locations or nearby the terminals, there are following disadvantages:</p> <p>i) There are 8 unique route terminals, hence chargers will need to be near multiple route terminals. As these chargers are high power DC > 100 kw, it will require its own 11 kV line & step down infrastructure. Hence, it is very high additional cost to have charging at terminals.</p> <p>ii) Since these chargers are at route terminals, they are used only during the day for the purpose of recharging between the shifts. It is not used in night time. Hence the charger utilization is very low, and it is big expenditure without utilizing the resource fully. If the recharging were to be done with the depot based chargers only, it would save large expenditure on chargers & power infrastructure for the project.</p> <p>iii) Since the 11 kV line is not procured by the Authority at each terminal, it is very large cost to the Operator.</p> <p>Further if the provision for opportunity charging were removed, it would require the bus to meet 240 km per charge, which is not practical.</p>	<p>Please refer Amendment No. 1.</p>

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser																																																
		<p>For smooth operations & optimum cost project, request the Authority to have</p> <p>i) Provision of depot based opportunity charging (recharging). ii) Reduce dead km for opportunity charging from route termina to depot - so that bus can go & come back within 20 minutes. iii) Provision of 60 minutes time specific for purpose of recharging, excluding travel time from terminal to depot & back.</p> <p>Given also for reference the one way km from the depot to route terminal:</p> <table><tr><th>Sr. no</th><th>Start terminals</th><th>One-way Distance from Burari depot (km)</th><th>Round Trip Distance (km)</th></tr><tr><td>1</td><td>Jahangirpur E Block</td><td>4.2</td><td>8.4</td></tr><tr><td>2</td><td>Mukherji Nagar Bandh</td><td>4</td><td>8</td></tr><tr><td>3</td><td>ISBT Kashmere Gate</td><td>10.4</td><td>20.8</td></tr><tr><td>4</td><td>Shivaji Stadium</td><td>18</td><td>36</td></tr><tr><td>5</td><td>Old Delhi Railway station</td><td>12.9</td><td>25.8</td></tr><tr><td>6</td><td>Anand Parbat</td><td>12.2</td><td>24.4</td></tr><tr><td>7</td><td>Minto Road Terminal</td><td>15.8</td><td>31.6</td></tr><tr><td>8</td><td>Mehruli</td><td>31.5</td><td>63</td></tr><tr><td>9</td><td>Mori Gate Terminal</td><td>11.3</td><td>22.6</td></tr><tr><td>10</td><td>Bhalswa JJ Colony</td><td>6</td><td>12</td></tr><tr><td>11</td><td>New Delhi Railway Str</td><td>14.3</td><td>28.6</td></tr></table>	Sr. no	Start terminals	One-way Distance from Burari depot (km)	Round Trip Distance (km)	1	Jahangirpur E Block	4.2	8.4	2	Mukherji Nagar Bandh	4	8	3	ISBT Kashmere Gate	10.4	20.8	4	Shivaji Stadium	18	36	5	Old Delhi Railway station	12.9	25.8	6	Anand Parbat	12.2	24.4	7	Minto Road Terminal	15.8	31.6	8	Mehruli	31.5	63	9	Mori Gate Terminal	11.3	22.6	10	Bhalswa JJ Colony	6	12	11	New Delhi Railway Str	14.3	28.6	
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240.	Part 1 Instructions to Bidders 69	<p>The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent entity or its subsidiary or any associate entity will be considered for computation of the Financial Capability of the Bidder provided the Bidder holds at least 51% of the common equity of subsidiary entity/associate entity as on March 31, 2021 or parent entity holds at least 51% of the common equity of the Bidder as on March 31, 2021. Such entities are restricted to Company registered under Companies Act, Partnership Firm, Sole Proprietorship Firm, AIF, VCF, Society, Trust but excluding Individual.</p> <p>Request the authority in Prebid to please modify the above clause as below:</p> <p>The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent entity or its subsidiary or any associate entity will be considered for</p>	Please refer Amendment No. 1																																																

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		computation of the Financial Capability of the Bidder provided the Bidder holds at least 51% of the common equity of subsidiary entity/associate entity as on 30th June, 2021 or parent entity holds at least 51% of the common equity of the Bidder as on 30th June, 2021 . Such entities are restricted to Company registered under Companies Act, Partnership Firm, Sole Proprietorship Firm, AIF, VCF, Society, Trust but excluding Individual. This will enable us to participate in this tender.	
241.	Part II Draft Concession Agreement 1.3	Covered area of around 2500sqmtr with civil infrastructure facilities like Space for office, Security cabin, Medical facilities and rest room, canteen, Spare parts room, work shop shed, (For Washing facilities, Maintenance / Service Pits @ 3 Pits per 100 stage carriages) Incase if Operator requires any additional civil construction like service and maintenance pit, Maintenance bay, Store and spare parts room for hassle free Operations, Request authority to construct the same and provide it to Bidder	RFQP conditions shall prevail.
242.	Part II Draft Concession Agreement 1.7	Power Connection at LT bus bar level from the power distribution company. Request clarity on whether Authority will provide LT 415V power up to LT Control panel or up to Charging bay LT Panel? For Laying of LT Cable, Kindly consider required Cable trench in the scope of DoT.	RFQP conditions shall prevail.
243.	Part II Draft Concession Agreement 1.5	Provision for sanitary installations, external services connections, internal electrical connections, power wiring, telephone conduits, computer conduits, street light, signage and septic tank. Request authority to confirm if electrical wiring and Lighting are under Concessionaire scope?	RFQP conditions shall prevail
244.	Part II Draft Concession Agreement 1.7	Infrastructure Maintenance: The Concessionaire shall be fully responsible for preventive and periodic maintenance of depot structure and office building under its control (including maintenance shed, service pits, lighting and landscaping). If the Concessionaire failed to maintain the office infrastructure, then DoT/ IM may undertake the maintenance work on behalf of Concessionaire and appropriately deduct the expenses made for such work from the Concessionaire's monthly payment. Request authority to confirm if this infra includes 11KV Breakers, Transformers and LT panels.	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
245.	Part II Draft Concession Agreement Note	At the end of Concession Period or Termination of the Agreement, the power infrastructure facilities developed by the Concessionaire including transformers, cables, substation equipment etc. shall be handed over back to the DoT in terms of Article 19 Transformers and infrastructure till LT bus bar are in the scope of Authority. Request authority to correct this contradiction.	RFQP conditions shall prevail.
246.	Part II Draft Concession Agreement 3.4	Power connection requirements for charging infrastructure beyond LT Bus bar levels in depot Request authority to obtain New Electricity connection in the name of Authority for EV Charging & Utility power.	RFQP conditions shall prevail.
247.	Part II Draft Concession Agreement Schedule 5 - 2.4(a)	DoT shall bear the cost towards charging of electric buses on actual consumption upto a maximum consumption @1.4kWh for every service kilometer. Request Authority to pay electricity charges to Discom directly and electricity charges beyond the aforesaid 1.4kWh/km shall be passed on to the concessionaire in form of Electricity charges adjustment. Authority shall provide separate utility power connection including separate energy meter.	Please refer Amendment No. 1
248.	Part II Draft Concession Agreement 3.1	There is no Municipal water supply available in the near vicinity. The Concessionaire to make own arrangement. Authority shall provide water supply connection and deduct the water consumption charges in the billing	RFQP conditions shall prevail.
249.	Part II Draft Concession Agreement 3.3	Installation & commissioning of plant & machinery, statutory clearances like factory license, DPCC clearances for effluent discharge, noise level of DG set, electricity & water charges, etc. Authority shall support concessionaire for getting the approval	RFQP conditions shall prevail.
250.	Part II Draft Concession Agreement 3.6	All Civil works related to Charging Infrastructure at Depots. Authority shall provide RCC flooring in the charging bay area	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
251.	Part II Draft Concession Agreement Note	At the end of Concession Period or Termination of the Agreement, the power infrastructure facilities developed by the Concessionaire including transformers, cables, substation equipment etc. shall be handed over back to the DOT in terms of Article 19	RFQP conditions shall prevail. The Bidder may refer Article 19 for handback requirements.
		Request authority to confirm if chargers and buses can be taken back by the bidder at the end of successful completion of contract.	
252.	Part II Draft Concession Agreement 17.3	Upon Termination by DOT on account of occurrence of Concessionaire Event of Default after COD, DOT shall pay to the Concessionaire by way of Termination Payment an amount equal to 90% (ninety per cent) of the Debt Due less insurance claims, if any, provided, however, that if all or any of the insurance claims are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall qualify for being included in the computation of Debt Due. Performance Security and Subsidy Bank Guarantee of the Concessionaire shall be forfeited upon Termination by DOT on account of occurrence of Concessionaire Event of Default after COD.	RFQP conditions shall prevail.
		In addition to above we request authority to also pay 100% of Equity & Additional Termination Payment as per Niti Aayog DHI FAME II Model Concessionaire Agreement(MCA) increase of termination due to default. This also makes the EV business case viable and bankable. Request authority to consider these MCA clauses in line with most FAME II Tenders released.	
253.	Part II Draft Concession Agreement 1.2 vi	No interest will be payable on account of delay in release of payment We request authority to give interest charges at 3% above bank interest increase of delayed payments and Delhi State Guarantee in case of payment Default	RFQP conditions shall prevail.
254.	2.1	The bus design shall be suitable for daily operation of 16 to 20 hours in city service with peak loading of over 100 passengers [@68 Kgs + 7 Kgs=75 Kgs each], average traveling speed of about 15 Kms per hour with starts/stops after every 200 to 300 m. To take care of the peak over load of about 20% the bus has to have buffer motor capacity in terms of KW 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 AL would like to clarify that the following reports to be submitted for compliance to this clause, Request authority concurrence	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		1) Drivability test with 100 passengers load to be carried out between Gurugram to Faridabad route 2) Grade ability test report at GVW condition over 17% gradient as per FAME II Please Note FAME-II requirement also calls for gradeability of 17% at GVW only, notified via Gazette No S.O 2068_FAME-2 eBus M3 Category and HEV's Dt 21 Jun'19	
255.	2.4	The bus design should be such as to meet all statutory requirements applicable for the city of Delhi in all respects. Request authority to confirm Vehicle maximum height requirement as per local governing laws if any	RFQP conditions shall prevail.
256.	2.8	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. Since EV technology is in nascent stage and in GCC contract maintenance is in the scope of OEM, request authority leave service life of the aggregates as per OEM design	RFQP conditions shall prevail.
257.	3.1	The electric drive engine shall be designed to operate for not less than 900,000 km without major failure or significant deterioration. Since EV technology is in nascent stage and in GCC contract maintenance is in the scope of OEM, request authority leaves service life of the aggregates as per OEM design	RFQP conditions shall prevail.
258.	5.1	Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment Driver fan (200mm diameter) with Single speed adjustment will be provided. Request authority to accept the same please.	RFQP conditions shall prevail.
259.	5.3	The traction energy storage must provide at least 80 % of its original energy content over a distance of 500,000 km or five years, taking the ambient conditions as described above into consideration. Request authority to delete this clause as OEM may wish to replace battery, or cells at any time during the contract if the range of vehicle deteriorates. Request authority to leave it to bidder's responsibility to have 120km in a single charge as range throughout the contract period	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
260.	8.4	Excess electric energy recuperated during braking which cannot be stored into the energy storage or consumed by auxiliaries must be "destroyed" at a braking resistor or similar device for excess energy intake. AL would like to clarify that with regenerative braking feature, the braking energy will be stored back to battery to have efficient operation. Request authority concurrence.	RFQP conditions shall prevail.
261.	8.8	An additional provision for parking brakes is also to be provided to prevent auto application of parking brakes due to loss of pressure in the main service line. This Requirement is against the concept of fail safe braking system. Request authority to reconfirm this requirement please	RFQP conditions shall prevail.
262.	9.1	Low floor Bus shall be fitted with tyres of size 11R22.5 or equivalent size Tyre size of 295/80 R22.5 will be provided with better Load carrying capacity and Speed ratio. Request authority to accept the same please.	RFQP conditions shall prevail.
263.	12.3	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 atmospheric conditions & road salts so as to enable them & frame to last for at least 12 years or 10,00,000 km whichever is earlier. The samples of all materials & connections shall withstand two weeks (336 hours) Salt Spray test in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%. The details of treatment along with certificate shall be provided with relevant specification to meet the service life of minimum 12 years or 10,00,000 km whichever is earlier. The system of corrosion prevention of the internal surfaces of structural tubing shall be provided and details of the same be given in the offered documents.	RFQP conditions shall prevail.
264.	13.5	Galvanized Structural Members shall meet 336 hours of SSR in painted condition. Request authority to accept the same please. Interior paneling (sides and roof) shall be PVC coated GI Sheet. Panels & fasteners shall not be easily removable by passengers.	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Instead of PVC coated GI, ABS would be provided which is much lighter and improved aesthetics. Request authority to consider the same, and amend the clause suitably	
265.	13.6	The skirt panel shall be operable fitted with stainless steel piano type hinges (heavy duty) , to be fitted at the rub rail for the ease of maintenance purpose. However, the fixed skirt panel may not be in operable position like at wheel arches. The operable skirt panels shall be bolted at skirt level. Operable skirt panel will be fitted with Aluminum-Rubber type hinges with lock at skirt level. Request authority to accept the same please.	RFQP conditions shall prevail.
266.	16.2	Front door shall be located ahead of front axle whereas rear door shall be positioned such that rear edge of gate shall be at minimum 1500 mm ahead of central line of rear axle or front edge of gate minimum 1500 mm behind central line of rear axle. Request authority to update this clause as "Front door shall be located ahead of front axle whereas rear door shall be positioned such that rear edge of gate shall be at maximum 1500 mm ahead of central line of rear axle or front edge of gate minimum 1500 mm behind central line of rear axle of gate" This will comply with AIS 052 & CMVR.	RFQP conditions shall prevail.
267.	19.4	One escape roof hatch having inscribed area of 70 x 50 cm shall be provided as emergency exit. Intended bus would be on low floor architecture and the Rechargeable Energy Storage System (RESS), HVAC & Chiller etc., are placed on vehicle roof structure. Hence it is not recommended to have an escape hatch on roof of the bus considering passenger safety. Without roof escape hatch, TYPE 1 bus, will comply with AIS 052, AIS 153 & CMVR. Request authority to consider & remove this clause.	RFQP conditions shall prevail.
268.	22	All handrails shall be of MS tubing of 32 mm dia. and 2 mm thick covered with PVC sleeve/anti slip powder coating hammer tone contrasting with the interior decor. All handrails shall be of MS tubing of Minimum 32 mm dia. and 2 mm thick covered with PVC sleeve/anti slip powder coating hammer tone contrasting with the interior decor.	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
269.	25	Seat belts shall be provided for the seats as per the provisions of CMVR & the Bus Code. Seat, Seat belts and its anchorages shall conform to the requirements of AIS 023, AIS 005 and AIS 015. It is applicable for driver seat only.	RFQP conditions shall prevail.
		Driver Seat belt with type approval will be provided. Anchorage test standard is yet to be notified in CMVR/AIS-052. Request authority to kindly consider the same.	
270.	26.2	Driver's seat- The Driver's seat with head restraint shall meet the requirements of AIS 023. The seat shall be adjustable in horizontal & vertical axes with a provision of adjustment of Torso angle. The seat shall have pneumatic spring for ride comfort.	RFQP conditions shall prevail.
		Request to include the option of mechanical suspension seats , ride comfort can be ensured through this as well & will comply with AIS 023 & CMVR . Request authority to consider & amend suitably.	
271.	29	Adjustable sun visors shall be provided for the windshield & the driver's side window. Visors shall be shaped to minimize light leakage between the visors & windshield. Visors adjustment shall be made easily by hand with positive locking & releasing devices and shall not be subject to damage by over-tightening. Sun visor construction & material shall be strong enough to resist breakage during adjustment. Visors wherever deployed shall be effective in the driver's field of view at angles of more than 50 above horizontal.	RFQP conditions shall prevail.
		Sunvisors for front windshield will be provided. Sunvisors for driver side window will be provided but will hinder the driver vision to RH ORVM. Request authority to consider the same.	
272.	36	Persons with Disabilities The Persons with Disabilities (PWDs) system shall meet the requirements as given in AIS 052(Bus Code) and CMVR. Also, low floor bus should have accessibility to (PWDs) including a suitable wrap around type manually operated wheelchair stabilizing system along with disabled friendly access system at entrance door.	RFQP conditions shall prevail.
		Anchorage (in the form of belt) will be provided for wheel chair & its user. Request authority to accept the same please.	

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
273.	43.8	Switches shall be fitted on the right hand side of the instrument panel through evenly loaded circuits & fuses as per the bus code Switches are packaged at both LH & RH sides of the steering wheel and it can be easily accessible from driver seat and will comply with AIS 052, AIS 153 & CMVR. Request authority to accept packaging as per OEM design with regulatory compliance.	RFQP conditions shall prevail.
274.	44	Provisions for Advertisement Card Holders/Exterior Advertisement Friendly Design Request authority to provide advertisement size and position for better clarity.	RFQP conditions shall prevail.
275.	26.3	Driver partition- The Driver partition shall be provided as per the AIS 052 Bus Code. The partition glass shall be tinted to minimize the glare & reflection in the windscreen directly in front of the barrier from interior light during night operation. Request authority to accept partition without glass and instead vertical bars would be placed at equal distance there by avoiding glass & glare and this will comply with AIS 052, AIS 153 & CMVR.	RFQP conditions shall prevail.
276.	39.3	All electrical fittings and lights shall be fully wired up, running in flame retardant black colour PVC sleeves as per applicable Indian standards and installed in a manner to facilitate easy inspection/ rectification/ replacement. Wiring should be of multiplexing type with double insulation. The lay out and compliance to standards should be as prescribed in CMVR For multiplexing wiring type - Meets the requirement as per AIS 153. Request authority to accept the same please.	RFQP conditions shall prevail.
277.	33	The windscreen washing and wiping system shall be in accordance with CMVR/ IS: 7827 Part1, 2, 3 (section 1, 2) or latest. Wiper motor with Low and High speed will be provided as per CMVR. Request authority to accept the same please.	RFQP conditions shall prevail.
278.	39.11	If any electronic components have internal clocks, they shall have their own battery back up to monitor time when main battery power is disconnected	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		since SCU in ITS doesn't have Internal battery and it will fetch the time from GPS. Request authority to accept the same please.	
279.	38.1	The vehicle battery system shall be 24 VDC (nominal) 180 Amps-hour capacity, low maintenance type batteries. The batteries shall be well secured to a hinged/ pivoted or slide out type carrier for ease of access for repair & maintenance, replacement and suitably ventilated for escape of fumes but insulated against ingress of dust and moisture. Request authority to accept Fixed battery carrier design. Our vehicle has more than 300 mm headroom above battery for easy access and serviceability.	RFQP conditions shall prevail.
280.	2.3	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 50oC, humidity level from 5% to 100%, and altitude up to 300 m. Vehicle is not recommended to run in 100% Humidity (Water pools). Vehicle will meet Functional safety requirements as per AIS 038 which covers Shower test (Rain/Water wash) and Water flooding. Request authority to accept please.	RFQP conditions shall prevail.
281.	37.11	Ramp over angle as per IS:12218 9.6 deg as against 15 deg. IS:12218 is for generic vehicles, Request authority to accept this request considering Low floor bus design limitation	RFQP conditions shall prevail.
282.	37.12	Departure Angle as per IS:12218 8 deg as against 12 deg. IS:12218 is for generic vehicles, Request authority to accept this request considering Low floor bus design limitation	RFQP conditions shall prevail.
283.	38.13	Approach angle as per IS:12218 8 deg as against 10 deg. IS:12218 is for generic vehicles, Request authority to accept this request considering Low floor bus design limitation	RFQP conditions shall prevail.
284.	C.5.	Dust & water protection - IP66	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Request authority to consider IP - 54 as degree of Protection for MNVR & will comply with AIS 140 / CMVR. This component is packaged inside the bus and is protected from any kind of water entry.	
285.		D. Specification and compliance of Panic Button	RFQP conditions shall prevail.
		Request authority to consider 1,00,000 Cycles & will comply with AIS 140 / CMVR	
286.		4. Mechanical life - 1 million km	RFQP conditions shall prevail.
287.	6	Enclosures Material - Cast Aluminum and CRCA Sheet	RFQP conditions shall prevail.
		Request authority to consider ABS Plastic Enclosure & will comply with AIS 140 / CMVR	
288.	7	Degree of protection - IP-66, flame resistant	RFQP conditions shall prevail.
		Request authority to consider IP - 55, Flame Resistant as degree of Protection & will comply with AIS 140 / CMVR	
289.	PART III - Cluster Design Data	NOTES : c) Changeover between two shifts would be at least 1 hour (60 minutes). Request the Authority to ensure 60 minutes of actual charging time. Travel time from route terminal to charging location and back will be additional. Justification : To ensure full charge time availability to meet full day operation.	Please refer Amendment No. 1
290.	1. Scheme Overview (1.1 Definitions) 1.1.1 (3)	Part I - Instructions to Bidders Business Entity - Shall mean a company incorporated under the Companies Act 2013 Please add in this definition, those companies which are incorporated under the Companies Act 1956 also.	RFQP conditions shall prevail.
291.	Table 4.5 Financial	Part I - Instructions to Bidders	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
	Capacity Criteria - Alternative 1	<p>Alternative 1: Net worth of the Bidder as at the end of the last Financial Year (March 31, 2021) shall be equal to Rs. Z millions.</p> <p>Since the Date of balance sheet and filing of ITR for companies has been postponed beyond Nov 2021, hence it would not be possible for us to submit the financial documents for FY 2020-2021 hence it is requested that this financial documents of F Y 2019 - 2020 should be considered for this tender.</p>	
292.	Clause 4.15 Subsidy sub Clause vi and 4.16.2 Subsidy Safeguards sub clause (iii)	<p>Part I - Instructions to Bidders</p> <p>As per clause 4.15 (vi) Each of the aforesaid Subsidy Bank Guarantee shall be valid till 5(five) years from the date of signing of the Concession Agreement and as per clause 4.16.2 (iii) The bank guarantee as mentioned in the draft Concession Agreement shall be deposited by the Concessionaire for the Entire Concession Period and for the Entire Subsidy Amount</p> <p>Please clarify whether each subsidy bank guarantee will be valid for 5 years or for entire concession period. What is purpose of demanding the subsidy bank guarantee at one go.</p>	Please refer Amendment No. 1
293.	Appendix 7 : Financial Capability # of the Bidder and Annex - I of Appendix 7	<p>Part I - Instructions to Bidders</p> <p>Net worth is asked for year 1 (as on FY 2020-21) in Appendix 7 and Annex - I of Appendix 7 Net worth is asked for Financial Year 2020-21</p> <p>Since the Date of balance sheet and filing of ITR for companies has been postponed beyond Nov 2021, hence it would not be possible for us to submit the financial documents for FY 2020-2021 hence it is requested that this financial documents of F Y 2019 - 2020 should be considered for this tender.</p>	RFQP Conditions shall prevail.
294.	Article 1 (1.1) Definitions	<p>Part II - Draft Concession Agreement</p> <p>Consumer Price Index for Industrial Workers (CPI-IW) or CPI means Consumer Price Index Numbers for Industrial Workers (Base Year 2016 = 100). The base value is taken as on 31 Dec 2020. Whereas the current CPI index is of 31 Mar 21 is already published and implemented</p> <p>From 22 Oct 2020 Consumer Price Index Numbers for Industrial Worker base has been changed from 2001=10 to 2016 =100 and linking factor has been incorporated. The current CPI index is shown as 112 whereas linking factor is not mentioned. Request for notifying linking factor of base index of</p>	Please refer Amendment No. 1

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		112 or base index of 31 Mar 2021 if it is changed as proposed. Somewhere else in the tender document CPI value is given as 122.8 (as on July 2021).	
295.	Article 4.15 Subsidy clause (vii)	<p>Part I - Instructions to Bidders</p> <p>The Subsidy Bank Guarantee is to ensure the performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations thereunder. Operative Clauses of Bank Guarantee submitted as Performance Security (refer Clause 9.4, 9.5, 9.6 and 9.8 of Concession Agreement) shall apply to the Subsidy Bank Guarantee mutatis mutandis.</p> <p>Subsidy Bank Guarantee should be independent of Performance Security and in case of any Event of Default damages from Concessionaire should be adjusted from Performance Security only.</p>	Please refer Amendment No. 1
296.	Article 10	<p>Part II - Draft Concession Agreement</p> <p>Project Milestones and COD - Penalties only on concessionaire are defined in case different milestones and COD is not achieved by concessionaire.</p> <p>How the concessionaire will be compensated if DoT/IM failed to fulfill their obligations and due to which COD is not achieved by the concessionaire.</p>	RFQP conditions shall prevail.
297.	Schedule 3 Annexure A	<p>Part II - Draft Concession Agreement</p> <p>A. Drivers Qualification:</p> <p>i) Academic qualifications for the driver shall be minimum 10+2 class pass or as applicable by law.</p> <p>ii) Drivers shall possess a Valid HTV driving license and PSV badge valid in NCT of Delhi</p> <p>Since there shortage of HTV license and badge drives request for change as follows:</p> <p>i) Academic qualifications for the driver should be minimum 10th class pass as currently is the criteria for DTC buses.</p> <p>ii) Drivers shall possess a Valid HTV driving license and PSV badge valid in NCT of Delhi. For other state drivers, DoT will facilitate in issuance of Delhi PSV Badge as being provided for DTC drivers.</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
298.	Schedule 5 Payment for PM	<p>Part II - Draft Concession Agreement</p> <p>The formula of CYF does not cater for revision of Minimum Wages which generally takes place after every 10 years $(CYF \text{ per month} = X = X \times [1 + (0.2 \times (CPI_n - CPI_b) / CPI_b) + (0.4 \times 0.6 \times (WPI_n - WPI_b / WPI_b)])$</p> <p>Minimum Wages revision factor should be included in the formula</p>	Please refer Amendment No. 1
299.	Schedule 5, clause 2.1 and WPI and Appendix 15B of Price Proposal	<p>Part II - Draft Concession Agreement and Financial Bid</p> <p>WPIb = base index value of 135.9 as on August 2021 is mentioned in Schedule 5 whereas in Appendix 15B Wholesale Price Index (WPI) - base index value of WPI equal as on Proposal Due Date</p> <p>Please clarify which date WPI should be taken into consideration i.e. as on Aug 2021 or as on proposal due date i.e. 16 Nov 2021.</p>	Please refer Amendment No. 1
300.	Schedule 5, clause 2.1 and Appendix 15B of Price Proposal	<p>Part II - Draft Concession Agreement</p> <p>CPIb=base index value of CPI-IW equal to (Base Year 2016=100)=122.8 (as on July, 2021) and elsewhere in documents like at Appendix 15B.</p> <p>From 22 Oct 2020 Consumer Price Index Numbers for Industrial Worker base has been changed from 2001=10 to 2016 =100 and linking factor has been incorporated. The current CPI index is shown as 122.8 whereas linking factor is not mentioned. Request for notifying linking factor of base index of 122.8</p>	Please refer Amendment No. 1
301.	Schedule 6 Implementation Plan	<p>Part II - Draft Concession Agreement</p> <p>Project Mile Stone No. 1: Financial Closure to be achieved in three (3) Months from the Appointment Date</p> <p>While all the other mile stones achievement date is from Letter of Acceptance date and for Mile Stone No. 1 it is from the Appointment Date. Please clarify whether is from Appointment Date of Letter of Acceptance Date.</p>	RFQP Conditions shall Prevail

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
302.	Schedule 9, Facilities to be provided by DoT - Depot	Part II - Draft Concession Agreement There is no mention of ETP plant Whether ETP plant is required or not and if required then whether it will be provided by DoT or by the concessionaire	RFQP conditions shall prevail.
303.	Appendix 15A and 15B - Financial Bid	FB1 - Financial Bid GST Applicability on invoicing of CYOF or CYF Whether GST is applicable and to be charged on invoicing of month CYOF or CYF by Concessionaire on AC Stage Carriage Buses.	RFQP conditions shall prevail.
304.	Appendix 18 : Format of Annual Operating Cost	FB1: Financial Bid GST and any other tax/levy considered under each component given in column (c) of format (both % and value in INR). ** cost related to insurance, permit cost, road tax, fitness cost etc need to be given separately for each item. In case of and variation/increase/decrease in these costs by any competent authority/Govt/DoT, the CYF for the purpose of payment shall be adjusted accordingly. 1. Please clarify whether only decrease in these costs will be adjusted in the CYF payment or if there is an increase then also CYF will be increased accordingly. In either case how and under which formula of the tender documents, such increase/decrease cost adjustment will be done in CYF payment. 2. What is purpose of taking GST %?	Please refer Amendment No. 1
305.	Schedule-2 5.6 Note 2	Technical Specifications engaging buses less than a range of 240 kms in a single charge; to make suitable arrangement for charging/infrastructure in between the break at/nearby designated bus stop (generally one hour), or to make arrangement of adequate number of additional buses, if not making provision for charging infrastructure during the one-hour break	Please refer Amendment No. 1

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser									
		hengaging buses less than a range of 240 kms in a single charge; to make suitable arrangement for charging/infrastructure in between the break at the Depot, or to make arrangement of adequate number of additional buses, if not making provision for charging infrastructure during the one-hour break.										
		Opportunity charging at the depot site only.										
306.	Instruction to Bidder 3.16	<p>Bid security</p> <p>Proposals shall be accompanied by a Bid Security as set out in table below for each Project. No relaxation of any kind in Bid Security shall be given to any Bidder.</p> <table><thead><tr><th>Cluster No.</th><th>Number of Buses</th><th>Bid Security (Rs. Crore)</th></tr></thead><tbody><tr><td>E1</td><td>190</td><td>5.7</td></tr><tr><td>E2</td><td>140</td><td>4.2</td></tr></tbody></table> <p>Bid security amount is exempted for Start-Ups based on Govt of India, Ministry of Finance Circular No : F.20/2/2014PPD(Pt) dated 25, July, 2017</p>	Cluster No.	Number of Buses	Bid Security (Rs. Crore)	E1	190	5.7	E2	140	4.2	RFQP conditions shall prevail.
Cluster No.	Number of Buses	Bid Security (Rs. Crore)										
E1	190	5.7										
E2	140	4.2										
307.	2.1	<p>General Design Features</p> <p>peak loading of over 100 passengers [@68 Kgs + 7 Kgs=75 Kgs each] + 20% Overload @ the time of peak hours</p> <p>GVW Limit to be consider as per CMVR Guideline</p>	RFQP conditions shall prevail.									
308.	Bus Dimensions 14	<p>Technical Specifications</p> <p>2x 2 with seating capacity of minimum 34 nos. (excluding driver) and space for one wheelchair with provision for seat belt, wheelchair anchorage No. of standee shall be declared by Vehicle manufacturer based on the floor space available for that purpose. Ref. Bus code AIS 052</p> <p>2 x 2 with seating capacity of minimum 33Nos (excluding driver) and space for one wheelchair with provision for seat belt, wheelchair anchorage</p> <p>No. of standee shall be declared by Vehicle manufacturer based on the floor space available for that purpose. Ref. Bus code AIS 052</p>	RFQP conditions shall prevail.									

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
309.	Part I: Instructions to Bidders 1.2	<p>Description of the Scheme</p> <p>1.2.8 Fares may be collected through a variety of options like tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services could also be introduced at a later date. On-board, off-board collection and any other revenue stream including advertisement revenue shall be retained by GNCTD, a detailed mechanism is provided in the draft Concession Agreement.</p> <p>Option</p> <p>1.2.8 Fares may be collected through a variety of options like tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services could also be introduced at a later date. On-board, off-board collection and any other revenue stream including advertisement revenue shall be retained by GNCTD, a detailed mechanism is provided in the draft Concession Agreement. However, Advertisement Revenue shall be given entirely to the Operator.</p> <p>Option</p> <p>1.2.8 Fares may be collected through a variety of options like tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services could also be introduced at a later date. On-board, off-board collection and any other revenue stream including advertisement revenue shall be retained by GNCTD, a detailed mechanism is provided in the draft Concession Agreement. However, Damages related to advertisement Installation and De-Installation on the Bus and if any Power Consumption on account of Display advertisement shall have to be borne by the Authority.</p> <p>2:</p> <p>1. We kindly request to provide 100% advertisement revenue to the operator</p> <p>OR</p> <p>2. Authority has to pay for the damages done due to advertisement done on installation and de-installation on the buses. Also, power consumption for video advertisement shall be paid by Authority</p>	RFQP conditions shall prevail.
310.	Part I: Instructions to Bidders 2.1	<p>General</p> <p>2.1.1 Transport Department, GNCTD invites Proposals through e-procurement portal (https://govtprocurement.delhi.gov.in), from suitable entities for operation of Stage Carriage Services in Cluster No. E2 (Please refer to Table in Para 1.2.3 of ITB for corresponding notified Cluster Numbers) under a suitable contractual structure for a period of ten (10) years. The private entity shall be selected through an open, transparent and competitive bidding process.</p> <p>2.1.1 Transport Department, GNCTD invites Proposals through e-procurement portal (https://govtprocurement.delhi.gov.in), from suitable entities for operation of Stage Carriage Services</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser						
		<p>in Cluster No. E2 (Please refer to Table in Para 1.2.3 of ITB for corresponding notified Cluster Numbers) under a suitable contractual structure for a period of ten (10) twelve (12) years. The private entity shall be selected through an open, transparent and competitive bidding process. This helps the Authority in getting better per KM price.</p>							
311.	Part I: Instructions to Bidders 3.16	<p>Bid security</p> <p>3.16.1 Proposals shall be accompanied by a Bid Security as set out in table below for each Project. No relaxation of any kind in Bid Security shall be given to any Bidder.</p> <table><tr><td>Cluster No.</td><td>Number of Buses</td><td>Bid Security (Rs. Crore)</td></tr><tr><td>E2</td><td>140</td><td>4.2</td></tr></table> <p>Bid Security Amount / Earnest Money Deposit (EMD) shall be exempted as per Ministry of Finance Notification on Bid Security Dated 12th November 2020. Bidder/OEM has to submit bid security declaration / undertaking during the bid submission.</p>	Cluster No.	Number of Buses	Bid Security (Rs. Crore)	E2	140	4.2	RFQP conditions shall prevail.
Cluster No.	Number of Buses	Bid Security (Rs. Crore)							
E2	140	4.2							
312.	Part I: Instructions to Bidders 4.2.2	<p>Kindly consider as per Ministry of Finance Notification No. F.9/4/2020-PPD, dated 12.11.2020</p> <p>Financial Capability Criteria</p> <p>4.2.2.4 In case the Bidder is a Consortium (Type 4), for the purpose of evaluation, the arithmetic sum of financial parameters criteria of net-worth respectively of all the members should meet the Financial Capability Criteria and the Lead Member must satisfy a minimum of 50% of the aforesaid criteria.</p> <p>4.2.2.4 In case the Bidder is a Consortium (Type 4), for the purpose of evaluation, the arithmetic sum of financial parameters criteria of net-worth respectively of all the members should meet the Financial Capability Criteria and the Lead Member must satisfy a minimum of 50% of the aforesaid criteria.</p> <p>Kindly request you to consider the collective experience of all the members in the Consortium</p>	RFQP conditions shall prevail.						

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
313.	Part I: Instructions to Bidders 4.4	<p>Evaluation Criteria for a Consortium</p> <p>4.4.1 In case the Bidder is a Consortium, for the purpose of evaluation, Lead Members' Financial Capability (Net worth) should be at least 50% of the capability criteria as stipulated in this Section 4</p> <p>Kindly request you to delete this clause and consider the collective financial capability of all the members of Consortium.</p>	RFQP conditions shall prevail.
314.	Part I: Instructions to Bidders 4.5	<p>This helps in wider participation and better prices to Authority</p> <p>Other Condition of Qualification</p> <p>4.5.9 For checking eligibility on EFC for the subsequent Project for which Price Proposal is being opened, a Preferred Bidder who has qualified on Alternative 2 of Financial Criteria, minimum Financial Capability Criteria set out as Alternative 1 shall be reduced and not three times of such aforementioned criteria i.e. the Alternative 2 criteria</p> <p>4.5.9 For checking eligibility on EFC for the subsequent Project for which Price Proposal is being opened, a Preferred Bidder who has qualified on Alternative 2 of Financial Criteria, minimum Financial Capability Criteria set out as Alternative 2 shall be reduced and not three times of such aforementioned criteria i.e. the Alternative 2 criteria</p>	RFQP conditions shall prevail
315.	Part I: Instructions to Bidders 4.13	<p>For bidders participating under alternative 2, evaluation should be based on alternative 2 only.</p> <p>Acknowledgment of Letter of Acceptance (LOA) and Execution of Concession Agreement</p> <p>4.13.2 The Successful Bidder shall submit Performance Security in terms of Clause 4.13.1 in order to execute the Concession Agreement within Thirty (30) days of the issue of LOA. For each day of delay beyond the aforesaid 30 days from the issue of LOA, a penalty of Rs. 1,00,000/- (one Lakh) per day of delay would be levied by Transport Department, GNCTD for a period of up to 45th day from the date of issue of LOA. In case, the Successful Bidder fails to execute the Concession Agreement within the time stipulated period of 45 days from the date of issue of LOA, the Bid Security submitted by the Successful Bidder shall be forfeited in terms of this RFQP Document.</p> <p>4.13.2 The Successful Bidder shall submit Performance Security in terms of Clause 4.13.1 in order to execute the Concession Agreement within thirty (30) days of the issue of LOA. For each day of delay beyond the aforesaid 30 days from the issue of LOA, a penalty of Rs. 10,000 (Ten Thousand) Rs. 1,00,000/- (one Lakh) per day of delay would be levied by Transport Department, GNCTD for a period of up to 45th day from the date of issue of LOA. In case, the Successful Bidder fails to execute</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		the Concession Agreement within the time stipulated period of 45 days from the date of issue of LOA, the Bid Security submitted by the Successful Bidder shall be forfeited in terms of this RFQP Document. Kindly consider, Penalty is very much higher request you to kindly reduce. This will help authority in getting lower cost	
316.	Part I: Instructions to Bidders 4.14	Performance Security 4.14.1 The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a Scheduled Commercial Bank in India in favor of "Transport Department, GNCTD", as required under the Concession Agreement. 4.14.1 The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a <u>Nationalized / Scheduled Commercial Bank</u> in India in favour of "Transport Department, GNCTD", as required under the Concession Agreement. Kindly consider Bank Guarantee from Nationalized bank also	RFQP conditions shall prevail.
317.	Part I: Instructions to Bidders 4.15	DoT, GNCTD shall provide Subsidy ("Subsidy") for the electric buses procured by the Concessionaire under the Agreement. No Subsidy shall be provided for the chargers and/or related infrastructure. i. The amount of Subsidy shall be in line with the FAME II Scheme, (inter alia 40% of cost of bus subject to minimum localization content as notified by DHI from time to time), subject to a maximum of Rs 75,00,000/- per bus (Rupees Seventy-Five Lakhs per bus) Kindly confirm whether the subsidy under this tender is provided from DHI – FAME II Scheme? If yes, then "Part – II Draft Concession Agreement" of RFQP shall be followed as per NITI Aayog – Model Concession Agreement. Kindly clarify.	Please refer Amendment No. 1
318.	Part I: Instructions to Bidders 4.15	subsidy iv. The Subsidy shall be payable by DoT only after start of actual operation of entire cluster, meeting the mandated service schedule.	Please refer Amendment No. 1

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		iv. The Subsidy shall be payable by DOT as below: i) 20% - After issue of Supply Order and signing of Agreement ii) 40% - After 6months of successful operation of Buses iii) 40% - After 6months of successful operation of Buses Kindly consider as per FAME II Timelines	
319.	Part I: Instructions to Bidders 4.15	subsidy vi. The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till 5 (five) years from the date of signing of the Concession Agreement. vi. The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any nationalized / scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till 5 (five) years from the date of signing of the Concession Agreement. Kindly consider Bank Guarantee from Nationalized bank also. Also, request to consider SBG on reduction basis. This will help authority to get lower cost subsidy safeguards	Please refer Amendment No. 1
320.	Part I: Instructions to Bidders 4.16.2	(iii) The bank guarantee as mentioned in the draft Concession Agreement shall be deposited by the Concessionaire for the entire Concession Period and for the entire subsidy amount. vi. The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till 5 (five) years from the date of signing of the Concession Agreement.	Please refer Amendment No. 1

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
321.	Part I: Instructions to Bidders	<p>This clause shall be in line with Clause No. 4.15. vi</p> <p>Technical Capacity in Technology</p> <p>OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMV/R) of at least one (1) Mid/Standard Electric Bus (100% battery operated) from the notified testing agencies under rule 126 of CMV/R, i.e., CMV/R type-approval of at least one model of Electric Bus.</p> <p>OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMV/R) of at least one (1) Mid/Standard Electric Bus (100% battery operated) from the notified testing agencies under rule 126 of CMV/R, i.e., CMV/R type-approval of at least one model of Electric Bus.</p>	RFQP conditions shall prevail.
322.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article - 1 1.1	<p>This shall be in line with the definition of Original Electric Bus Manufacturer or OEM mentioned under Page No. 11</p> <p>Definition</p> <p>"Debt Due" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding and payable to the Senior Lenders under the Financing Documents excluding working capital and Performance Bank Guarantee/Security: (i) the principal amount of the debt excluding working capital and Performance Bank Guarantee/Security provided by the Senior Lenders under the Financing Documents for financing the Project (the "principal") which is outstanding as on the Termination Date but excluding any part of the principal that had fallen due for repayment one year prior to the Termination Date unless such repayment had been rescheduled with the prior consent of DoT, and (ii) all accrued interest, financing fees and charges payable on or in respect of the debt referred to in sub-clause (i) above upto the date preceding the Termination Date but excluding (a) any interest, fees or charges that had fallen due one year prior to the Termination Date, and (b) penal interest or charges, payable under the Financing Documents to any Senior Lender.</p> <p>"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:</p> <p>(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment [2 (two) years] prior to the Transfer Date;</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
323.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article -1 1.1	<p>(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and</p> <p>(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;</p> <p>Debt Due to be followed as per DHI – NITI Aayog MCA</p> <p>Definition</p> <p>"Subordinated Debt" means any borrowings by the Concessionaire subordinated to the financial assistance provided by the Senior Lenders for meeting the Project cost but does not include any interest thereon.</p> <p>"Subordinated Debt" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:</p> <p>(a) the principal amount of debt provided by lenders or the Operator's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders;</p> <p>(b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six-month LIBOR (London Inter Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due one year prior to the Transfer Date; provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Operator's shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;</p> <p>Subordinated Debt to be followed as per DHI – NITI Aayog MCA</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
324.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article 2	<p>Concession</p> <p>2.1 Subject to and in accordance with terms and conditions set forth in the Agreement and in consideration of the CYF to accrue to the Concessionaire for the Stage Carriage Services agreed to be provided by the Concessionaire, DoT grants Concession to the Concessionaire and the Concessionaire hereby accepts the Concession for a period of ten (10) years commencing from the Commencement Date, including the right, license and authority during the subsistence of this Agreement to implement the Project.</p> <p>2.1 Subject to and in accordance with terms and conditions set forth in the Agreement and in consideration of the CYF to accrue to the Concessionaire for the Stage Carriage Services agreed to be provided by the Concessionaire, DoT grants Concession to the Concessionaire and the Concessionaire hereby accepts the Concession for a period of ten (10) twelve (12) years commencing from the Commencement Date, including the right, license and authority during the subsistence of this Agreement to implement the Project.</p> <p>This helps the Authority in getting better prices</p>	RFQP conditions shall prevail.
325.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article 4	<p>REVENUES</p> <p>4.1 Sources of Revenues to the Concessionaire for providing volume of Basic Services shall be based on CYF, Performance Adjustment, Incremental Stage Carriage Services provided as Additional Services under STMIR and LTMR.</p> <p>Kindly clarify whether Additional Services to be maintained and if so, provide us the number of services and the subsidy for the additional services.</p>	RFQP conditions shall prevail.
326.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article 4	<p>REVENUES</p> <p>4.3 Concessionaire agrees and confirms that revenue from Fare, Pass and fines from passengers for use of Basic Services and Additional Services as part of Stage Carriage Services shall be collected by DoT, or any agency authorized by it, and shall be retained by DoT in the Designated Account. DoT shall have the right to permit advertisement for licence fee on the Stage Carriages and all such receipts/amount collected/received shall be retained by DoT. The Concessionaire's claim on payment for Basic Services rendered shall be regulated under Clause 4.1.</p> <p>4.3 Concessionaire agrees and confirms that revenue from Fare, Pass and fines from passengers for use of Basic Services and Additional Services as part of Stage Carriage Services shall be collected</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>by DoT, or any agency authorized by it, and shall be retained by DoT in the Designated Account. DoT shall have the right to permit advertisement for licence fee on the Stage Carriages and all such receipts/amount collected/received shall be retained by DoT. The Concessionaire's claim on payment for Basic Services rendered shall be regulated under Clause 4.1. However, Advertisement Revenue shall be given entirely to the Operator Or</p> <p>Damages related to advertisement Installation and De-installation on the Bus and if any Power Consumption on account of Display advertisement shall have to be borne by the Authority.</p> <p>1. Subsidy, Assured Operation for additional services is not being provided to Additional Services which will lead to increase in price.</p> <p>2. Advertisement Revenue to Operator will help Authority in getting better per KM rate.</p>	
327.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article 4	<p>REVENUES</p> <p>4.8 CYF Variation for Change in Law</p> <p>(c) CYF variation due to Change in Law set out in 4.8(a) and 4.8 (b) shall be considered only where the impact is at least 2% of the CYF.</p> <p>(c) CYF variation due to Change in Law set out in 4.8(a) and 4.8 (b) shall be considered only where the impact is at least 2% of the CYF. However, such occurrence of impact due to change in law for more than one time during contract period shall be completely paid by authority</p> <p>This is to safeguard and reduce risk for the operator.</p>	RFQP conditions shall prevail.
328.	Part II – Draft Concession Agreement and Schedules to Concession Agreement	<p>4.9 The performance deductions for not meeting the service level obligations are capped at 10% of CYF.</p> <p>Note: Additional damages for not meeting Assured Fleet Availability and road safety parameters (fatal accident & over speed) in terms of Schedule 3 will be over and above the aforementioned cap of 10% towards Performance Deduction.</p> <p>4.9 The performance deductions for not meeting the service level obligations are capped at 10% 03 % of CYF. Note: Additional damages for not meeting Assured Fleet Availability and road safety</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		parameters (fatal accident & over speed) in terms of Schedule 3 will be over and above the aforementioned cap of 10% towards Performance Deduction. Penalties are very high, therefore it is requested to Kindly reduce it to 3% so as to get lower Price.	
329.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article 5	<p>OBLIGATIONS OF DoT</p> <p>(c) make timely payment of CYF and make payments for Additional Services (if applicable, for Goods and Services Tax (GST) and any other cess/taxes), and for this purpose agrees to:</p> <p>(i) open a Designated Account;</p> <p>(ii) with an initial amount equal to three months of CYOF to be deposited in the Designated Account; and</p> <p>(iii) Maintain the Designated Account equal to estimated CYF for three months to top-up the difference between DoT Collectibles and CYF in terms of this Agreement by making regular quarterly replenishments ("Top-up Payments").</p> <p>(c) make timely payment of CYF and make payments for Additional Services (if applicable, for Goods and Services Tax (GST) and any other cess/taxes), and for this purpose agrees to:</p> <p>(i) open a Designated Account;</p> <p>(ii) with an initial amount equal to three months of CYOF to be deposited in the Designated Account; and</p> <p>(iii) Maintain the Designated Escrow Account equal to estimated CYF for three months to top-up the difference between DoT Collectibles and CYF in terms of this Agreement by making regular quarterly replenishments ("Top-up Payments").</p>	RFQP conditions shall prevail.
330.	Part II – Draft Concession Agreement and Schedules to Concession Agreement	<p>Request Authority to Kindly open Escrow Account</p> <p>OBLIGATIONS OF DoT</p> <p>(f) provide following facilities to the Concessionaire:</p> <p>(i) Bus depot upon Concessionaire 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 and covered under the Stage Carriage permits in a Cluster including the reserve fleet;</p> <p>(ii) passenger facility charges upon Concessionaire making a payment of Rs. 10,000/- per Stage Carriage per month on the actual number of buses registered and covered under the stage carriage permits in a Cluster including the reserve fleet, where any change in charge for the aforesaid shall</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
	Article 5	<p>paid for/payable to DoT;</p> <p>(iii) deleted</p> <p>(iv) On-board Equipment at free of cost except available in standard fitment as a part of bus specification.</p> <p>However, the DoT shall be liable for the payment of entry fees (inclusive of applicable taxes) at ISBTs during the Concession Period.</p> <p>Request Authority to bear the charges, costs and keep the following mentioned items in its own scope.</p>	
331.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article 5	<p>This will help in getting lesser cost.</p> <p>OBLIGATIONS OF DoT</p> <p>h. iv. The Subsidy shall be payable by DoT, GNCTD only after start of actual operation of entire cluster, meeting the mandated service schedule.</p> <p>iv. The Subsidy shall be payable by DoT as below:</p> <p>i) 20% - After issue of Supply Order and signing of Agreement</p> <p>ii) 40% - After Delivery of Buses</p> <p>iii) 40% - After 6months of successful operation of Buses</p> <p>Kindly consider as per FAME II Timelines</p> <p>OBLIGATIONS OF DoT</p> <p>vi. The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till for the Concession Period from the date of signing of the Concession Agreement.</p>	Please refer Amendment No. 1
332.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article 5	<p>OBLIGATIONS OF DoT</p> <p>vi. The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till for the Concession Period 5 (five) years from the date of signing of the Concession Agreement</p>	Please refer Amendment No. 1

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
333.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article 5	<p>This clause shall be inline with Clause No. 4.15.vi</p> <p>OBLIGATIONS OF DoT</p> <p>5.2 UTT , (a) UTT may be revised from time to time by way of (i) addition/ reduction in the Trips (ii) changes in travel time per Trip, (iii) No. of Trips and (iv) other such changes, revisions, modifications, amendments.</p> <p>(a) UTT may be revised from time to time by way of (i) addition /reduction in the Trips (ii) changes in travel time per Trip, (iii) No. of Trips and (iv) other such changes, revisions, modifications, amendments.</p>	RFQP conditions shall prevail.
334.	Part II – Draft Concession Agreement and Schedules to Concession Agreement 7.2.5.2	<p>The said word has to be deleted as it will pose huge risk for operator which will result in higher cost.</p> <p>Ownership of Buses</p> <p>The Concessionaire 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 Concessionaire and the Concessionaire shall cause all Buses to be registered in the name of the Concessionaire and the DoT shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.</p> <p>The Concessionaire agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during <u>and after</u> the Contract Period, ownership of Buses shall remain with the Concessionaire and the Concessionaire shall cause all Buses to be registered in the name of the Concessionaire and the DoT shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.</p>	RFQP conditions shall prevail.
335.	Part II – Draft Concession Agreement and Schedules to Concession Agreement	<p>This helps the Authority in getting better prices</p> <p>Safeguards</p> <p>(ii) It shall also be certified that the battery meets the range of 120KMs throughout its lifecycle. (ii) It shall also be certified that the battery meets the range of 120KMs 200KMs throughout its lifecycle.</p> <p>This helps the Authority in providing better services to the commuters of Delhi and also will help in getting higher operational revenues</p>	Please refer Amendment No. 1

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Amended
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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
336.	7.2.6.1 Part II – Draft Concession Agreement and Schedules to Concession Agreement	Subsidy Safeguards (iii) The Subsidy Bank Guarantee shall be deposited by the Concessionaire for entire Concession Period and for entire subsidy amount as calculated in Article 5.1 (h) (ii) of this Agreement. (iii) The Subsidy Bank Guarantee shall be deposited by the Concessionaire for entire Concession Period for 5 (five) years from the date of signing of the Concession Agreement and for entire subsidy amount as calculated in Article 5.1 (h) (ii) of this Agreement.	Please refer Amendment No. 1
337.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article 9	Performance Security This clause shall be in line with Clause No. 4.15.vi 9.1 The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to DoT, simultaneously with the execution of this Agreement, a bank guarantee from a nationalized bank or any scheduled bank authorized by RBI to undertake government transactions and acceptable to DoT, in the form as set forth in Schedule 7, (hereinafter referred to as "Performance Security") for a sum of Rs. _____ Crore (Rupees _____ Crores only) i.e. 3% of the Estimated Cost of Bus as per Clause 5.1(h) (ii) multiplied by number of buses as provided in Table 1 of Part III of RFQP document. The Performance Security is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations hereunder. Concessionaire and/or any Material Breach of its obligations hereunder. Option – 2: Performance Security shall be taken Rs. 50,000 per Bus Option – 1: 9.1 The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to DoT, simultaneously with the execution of this Agreement, a bank guarantee from a nationalized bank or any scheduled bank authorised by RBI to undertake government transactions and acceptable to DoT, in the form as set forth in Schedule 7, (hereinafter referred to as "Performance Security") for a sum of Rs. _____ Crore (Rupees _____ Crores only) i.e. 01 3% of the Estimated Cost of Bus as per Clause 5.1(h) (ii) multiplied by number of buses as provided in Table 1 of Part III of RFQP document. The Performance Security is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations hereunder. Option – 2:	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
339.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article 11	<p>(Rs. 5,000/-) per day per Stage Carriage, and (b) a delay beyond thirty (30) days, from the scheduled End Date, @ Rupees two thousand ten thousand only (Rs. 10,000/-) per day per Stage Carriage</p> <p>Provided that the total amount of Liquidated Damages for any delay in achieving the aforesaid Project Milestones date/s shall be limited to 01% 3% of Estimated Cost of Bus as per Clause 5.1(h) (ii) Liquidated Damages mentioned are very much higher which will lead to increase in cost.</p> <p>Kindly consider our request for lower price.</p> <p>FINANCING ARRANGEMENTS</p> <p>11.4 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire shall ensure that it has obtained effective legally binding commitments towards meeting the debt and equity financing requirements of the Project ("Financial Close") within a period not exceeding three (3) months from the Appointed Date and any extension thereof specifically agreed upon by IM based on reasonable request of the Concessionaire. If the Concessionaire fails to achieve Financial Close within the aforesaid period, it shall be deemed a Concessionaire Event of Default.</p> <p>11.4 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire shall ensure that it has obtained effective legally binding commitments towards meeting the debt and equity financing requirements of the Project ("Financial Close") within a period not exceeding three (3) months from the Appointed Date and any extension thereof specifically agreed upon by IM based on reasonable request of the Concessionaire. If the Concessionaire fails to achieve Financial Close within the aforesaid period, it shall be deemed a Concessionaire Event of Default.</p>	RFQP conditions shall prevail.
340.	Part II – Draft Concession Agreement and Schedules to Concession Agreement Article 16.8	<p>Shall be followed as per NITI Aayog MCA</p> <p>Termination Payment for a Force Majeure Event</p> <p>16.8.1 (a) If the Termination is on account of a Non Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to 90% (ninety per cent) of the Debt Due and the entire Subordinated Debt less due insurance claims, if any. Provided that in the event some insurance claims are not admitted, then 90% (ninety per cent) of such claims shall qualify for being included in the computation of Debt Due.</p> <p>(b) If the Termination is on account of an Indirect Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to:</p> <p>i.) Debt Due, less due insurance claims, if any. Provided, however, that if all or any of the insurance</p>	RFQP conditions shall prevail.

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>claims are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall qualify for being included in the computation of Debt Due, plus</p> <p>ii.) the outstanding Subordinated Debt, plus</p> <p>iii.) 110% (one hundred ten per cent) of the Equity (subscribed in cash and actually spent on the Project) if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive years thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year, and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and half per cent) per annum.</p> <p>(c) If the Termination of this Agreement is on account of a Political Event, the Concessionaire shall be entitled to receive by way of Termination Payment an amount equal to:</p> <p>(i) Debt Due, plus</p> <p>(ii) 120% (one hundred twenty per cent) of the Subordinated Debt plus</p> <p>(iii) 150% (one hundred fifty per cent) of the Equity (subscribed in cash and actually spent on the project) the if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year, and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and half per cent) per annum.</p> <p>16.8.1. (a) If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.</p> <p>(b) If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to:</p> <p>(i) Debt Due less Insurance Cover, provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due;</p> <p>(ii) 110% (one hundred and ten per cent) of the Adjusted Equity; and</p> <p>(iii) an amount equivalent to the Additional Termination Payment less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in computation of the amount payable hereunder.</p>	

AN

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		(c) If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Operator in an amount that would be payable will be as if it was an Authority Default. Shall be followed as per NITI Aayog MCA	
341.	Part II – Draft Concession Agreement and Schedules to Concession Agreement 17.4	Termination for DoT Event of Default 17.4.2 Upon Termination by the Concessionaire on account of DoT Event of Default, the Concessionaire shall be entitled to receive from DoT by way of Termination Payment a sum equal to: (i) Debt (ii) 120% (one hundred twenty percent) of the total Subordinated Debt, plus (iii) 150% (one hundred fifty per cent) of the Equity (subscribed in cash and actually spent on the Project, if such Termination occurs at any time during eighteen (18) months commencing from the Appointed Date and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year and the adjusted amount so arrived at shall be reduced every year by 12.5% (twelve and a half per cent) per annum. Shall be followed as per NITI Aayog MCA	RFQP conditions shall prevail.
342.	Part II – Draft Concession Agreement and Schedules to Concession Agreement 19.1	Project Facilities Ownership To be 19.1 Project Facilities Ownership (d) For avoidance of doubt, At the end of the Contract Period, all the immovable assets shall be property of Authority whereas all movable assets including Vehicles, chargers, tools, equipment and other electric equipment shall be taken away by the Bidder. Kindly consider for better clarity	RFQP conditions shall prevail.
343.	SCHEDULE 2.0 General Design Features	SPECIFICATIONS OF PURE ELECTRIC BUS 2.1 The full forward control pure electric city bus shall have right hand drive design and be fitted with Electric Motor(s). The bus shall be designed and manufactured in accordance with the specifications & AIS-052: Code of Practice for Bus Body Design & Approval [Bus Code] amended up to date. 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. 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 travelling speed of about 15 Kms per hour with starts/stops after every 200 to 300 m.	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>To take care of the peak over load of about 20% the bus has to have buffer motor capacity in terms of KW 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.</p> <p>No testing agency would certify for overloading or abuses, since, peak loading of 100 passengers is more than the rated load and bus certification is given on the rated load.</p> <p>Therefore, no certification on peak load can be provided from the testing agency.</p> <p>Kindly consider</p>	
344.	<p>SCHEDULE 2</p> <p>5.0 Traction energy storage and charging infrastructure</p>	<p>SPECIFICATIONS OF PURE ELECTRIC BUS</p> <p>5.6 The traction energy storage must be sufficient for a minimum autonomy of 120 kms/ bus/ day to meet the operational conditions as described in Para 2 of Schedule 2 for a daily driving range of minimum 240 kms excluding dead kms for recharging. The Concessionaires shall get the specifications including the range of the bus certified from the approved agencies under the CMVR at the time of prototype approval of the bus. The testing agency should also certify that the bus model which is being certified meets the range of 120 kms autonomy (distance that can be driven with a usable energy content of a battery without recharging). The minimum range of the battery at the time of induction should take into account the degradation profile of the battery as per technical documentation of the battery and the traffic conditions in Delhi. The bus shall have a minimum range of 120kms on a single charge (i.e. minimum autonomy) throughout its lifecycle which shall be verified by testing specifications. In case such proof tests cannot be undertaken by the testing agency acceptable to DoT, closest feasible safeguard shall be identified in consultation with the testing agency to ensure the range of 120km per charge is achieved throughout the lifecycle of the bus.</p> <p>The Concessionaire can have the options i.e.</p> <ol style="list-style-type: none"> 1. To operate buses having a range of 240 kms in a single charge; or 2. If engaging buses less than a range of 240 kms in a single charge; to make suitable arrangement for charging/infrastructure in between the break at/nearby designated bus stop (generally one hour), or to make arrangement of adequate number of additional buses, if not making provision for charging infrastructure during the one hour break. <p>5.6 The traction energy storage must be sufficient for a minimum autonomy of 120 200 kms/ bus/ day to meet the operational conditions as described in Para 2 of Schedule 2 for a daily driving range of</p>	Please refer Amendment No. 1

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>minimum 240 kms excluding dead kms for recharging. The Concessionaires shall get the specifications including the range of the bus certified from the approved agencies under the CMVR at the time of prototype approval of the bus. The testing agency should also certify that the bus model which is being certified meets the range of 420 200 kms autonomy (distance that can be driven with a usable energy content of a battery without recharging). The minimum range of the battery at the time of induction should take into account the degradation profile of the battery as per technical documentation of the battery and the traffic conditions in Delhi.</p> <p>The bus shall have a minimum range of 420 200 kms on a single charge (i.e. minimum autonomy) throughout its lifecycle which shall be verified by testing specifications. In case such proof tests cannot be undertaken by the testing agency acceptable to DoT, closest feasible safeguard shall be identified in consultation with the testing agency to ensure the range of 420 200 kms per charge is achieved throughout the lifecycle of the bus.</p> <p>The Concessionaire can have the options i.e.</p> <ol style="list-style-type: none"> 1. To operate buses having a range of 240 kms in a single charge; or 2. If engaging buses less than a range of 240 kms in a single charge; to make suitable arrangement for charging/infrastructure in between the break at/nearby designated bus stop (generally one hour), or to make arrangement of adequate number of additional buses, if not making provision for charging infrastructure during the one-hour break. 	
345.	SCHEDULE 2 8.0 Braking System	<p>This helps the Authority in providing uninterrupted services to the commuters of Delhi</p> <p>SPECIFICATIONS OF PURE ELECTRIC BUS</p> <p>8.1 The braking system must consist of the generator function of the electric drive engine(s) (electric brake) and a full pneumatic braking system with dual circuit having four-way protection valve, auto slack adjuster, with non-asbestos brake lining (Disc at front and drum at rear).</p> <p>8.1 The braking system must consist of the generator function of the electric drive engine(s) (electric brake) and a full pneumatic braking system with dual circuit having four-way protection valve, auto slack adjuster, with non-asbestos brake lining (Disc at front and Drum at rear).</p> <p>Our Buses have Disc Brakes at Both front and Rear.</p> <p>Therefore, Kindly allow for participation and as per UBS – II Specification: Disc Brakes are allowed at Front and Disc or Drum Brakes are allowed at Rear.</p> <p>Also, we would like to highlight keeping in Mind Passenger Safety that Disc Brakes are more advance and safer as compared to traditional Drum Brakes.</p>	RFQP conditions shall prevail.

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Answer

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
346.	SCHEDUL E 2 13.0 Panelling	<p>SPECIFICATIONS OF PURE ELECTRIC BUS</p> <p>13.1 The bus exterior side panels shall be fitted with stretched GI sheet at waist level. The exterior front-end panelling shall be of steel sheet or FRP. Roof shall be of Al sheet. Rear shall be of GI sheet or FRP. Skirt panelling shall be of Aluminium sheet having thickness of minimum 1.5 mm. Adequate treatment be also provided to avoid any incidence of galvanic corrosion between dissimilar metals. Panels shall not have any waviness & shall be so mounted as to present smart aesthetic exteriors. The exterior front-end anelling and Rear anelling of Fibre Re-inforced Polymer (FRP), 3 layer, 450gsm, with equivalent performance will also be acceptable."</p>	RFQP conditions shall prevail.
347.	SCHEDUL E 2 16.0 Service doors	<p>For Better reliability. Kindly consider</p> <p>SPECIFICATIONS OF PURE ELECTRIC BUS</p> <p>16.1 Two service doors (Entrance & Exit) in 1200 mm wide clear aperture (without flaps) shall be fitted at front and middle nearside of the bus as per provisions of the AIS 052 (Bus Code) for Type I, SDX category. Door aperture without flaps shall be 1200 mm min., and fully opened clear door width shall be 1050 mm \pm 50 mm with door height of 1900 mm min.</p> <p>16.1 Two service doors (Entrance & Exit) one door in 800mm & Middle door in 1200 mm wide clear aperture (without flaps) shall be fitted at front and middle nearside of the bus as per provisions of the AIS 052 (Bus Code) for Type I, SDX category. Door aperture without flaps shall be 800 mm & 1200 mm min., and fully opened clear door width shall be 750 mm \pm 50 mm & 1050 mm \pm 50 mm with door height of 1900 mm min.</p>	RFQP conditions shall prevail.
348.	SCHEDUL E 2	<p>Kindly Consider</p> <p>SPECIFICATIONS OF PURE ELECTRIC BUS</p>	RFQP conditions shall prevail.

QNP

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
	17.0 Guard/ Guard Rails	Where seated passengers are likely to be thrown into service doors entrance/exit area as a result of heavy braking, suitable guard shall be provided. The guard height shall be minimum 800mm from the floor, and the guard shall extend inward from the wall at least 100mm more than the centre line of the seating position of the passengers who are prone to this risk. The guarding shall be as per the provisions of the Bus Code. These are not required for AC Buses. Kindly delete Kindly Consider	
349.	SCHEDUL E 2 37.0 Bus dimensions	SPECIFICATIONS OF PURE ELECTRIC BUS S. No. 11 Ramp over angle As per IS: 12218 S. No. 12 Departure Angle As per IS: 12218 S. No. 13 Approach angle As per IS: 12218 S. No. 11 Ramp over angle As per IS: 12218 or As per UBS – II S. No. 12 Departure Angle As per IS: 12218 or As per UBS – II S. No. 13 Approach angle As per IS: 12218 or As per UBS – II Kindly consider the clause and Allow as per UBS – II Bus Specification.	Please refer Amendment No.1
350.	SCHEDUL E 2 38.0 24 VDC battery including Charger	SPECIFICATIONS OF PURE ELECTRIC BUS 38.1 The vehicle battery system shall be 24 VDC (nominal) 180 Amps-hour capacity, low maintenance type batteries. The batteries shall be well secured to a hinged/ pivoted or slide out type carrier for ease of access for repair & maintenance, replacement and suitably ventilated for escape of fumes but insulated against ingress of dust and moisture. Performance requirements of the batteries shall conform to BIS: 7372-1995 (or latest) / IS 14257 – 1995 (or latest). 38.1 The vehicle battery system shall be 24 VDC (nominal) 180 100 Amps-hour capacity, low maintenance type batteries. The batteries shall be well secured to a hinged/ pivoted or slide out type carrier for ease of access for repair & maintenance, replacement and suitably ventilated for escape of fumes but insulated against ingress of dust and moisture. Performance requirements of the batteries shall conform to BIS: 7372-1995 (or latest) / IS 14257 – 1995 (or latest). Kindly allow 24 VDC 100 Amps – Hours Battery also.	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		Since, these are LV Batteries which gets charged with HV Batteries and hence Higher Voltage Battery will not be required.	
351.	SCHEDUL E 2 24 VDC Electrical equipment and wiring	<p>SPECIFICATIONS OF PURE ELECTRIC BUS</p> <p>39.10 Minimum two DC (Direct Current) out-let of 24V will be provided at suitable location for charging of electrical/electronic equipment like Mobile Phone, etc.</p> <p>USB Ports will be provided for each row for Mobile Charging.</p>	RFQP conditions shall prevail.
352.	SCHEDUL E 2 52.0 Proof of Concept	<p>Passenger Safety issues may arise and kindly consider.</p> <p>SPECIFICATIONS OF PURE ELECTRIC BUS</p> <p>52.1 A proof of concept for the trial of the model of bus to be engaged should be conducted for a period of not less than seven days in varying traffic conditions in accordance on cluster route(s) without any charges payable to the Bidder. The trial would include a few routes from out of those in Schedule-1 with the highest vehicle utilization and operated in varying traffic conditions in Delhi with passenger load subject to the following conditions:</p> <p>52.1 A proof of concept for the trial of the model of bus to be engaged should be conducted before opening of Price Bid for a period of not less than seven days in varying traffic conditions in accordance on cluster route(s) without any charges payable to the Bidder. The trial would include a few routes from out of those in Schedule-1 with the highest vehicle utilization and operated in varying traffic conditions in Delhi with passenger load subject to the following conditions:</p>	Please refer Amendment No. 1
353.	Schedule – 4	<p>This helps the Authority in getting the proven product to the climatic conditions of Delhi</p> <p>Substitution Agreement</p> <p>9.4 Alteration of terms</p> <p>9.5 No third party beneficiaries</p> <p>9.6</p> <p>9.8 Severability</p> <p>The clauses shall be deleted</p> <p>Keeping in view of Lender rights in terms of substitution / termination payments / escrow agreements mentioned clauses shall be deleted</p>	RFQP conditions shall prevail.

AP

Guarantor

Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
354.	1.2	<p>PAYMENT OF CYF SCHEDULE 5</p> <p>1. Calculation of CYF</p> <p>2. 1.2 CYF Release Schedule</p> <p>15th day of PM: 30% of estimated Payment for PM 30th or 31st day of PM: 30% of estimated Payment for PM Before 10th day of month succeeding PM: 100% of Payment for PM subject to</p> <p>(i) Minus Performance Adjustment, (ii) Plus Payment at STM and LTM for services provided in PM, and (iii) Plus Electricity Charges Adjustment (iii) Minus Payment Already made at Sr. No. 1 and 2</p> <p>Note:</p> <p>i.) However, in case where it is found that the Concessionaire is unlikely to meet Performance Standards, IM has the right to withhold payment set out at Sr. No. 1 and 2 above. In such case entire payment shall be made on the Payment Date set out at Sr. No. 3 above.</p> <p>vi.) No interest will be payable on account of delay in release of payment.</p> <p>15th day of PM: 30% 40% of estimated Payment for PM</p> <p>30th or 31st day of PM: 30% 40% of estimated Payment for PM</p> <p>Before 10th day of month succeeding PM: 100% of Payment for PM</p> <p>subject to :</p> <p>(i) Minus (ii) Plus Payment at STM and LTM for services provided in PM, and</p>	<p>RFQP conditions shall prevail</p>

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
(iii)	Plus Minus Payment Electricity Already made at Sr. No. 1 and 2 Adjustment Note: i) However, in case where it is found that the Concessionaire is unlikely to meet Performance Standards, IM has the right to withhold payment set out at Sr. No. 1 and 2 above. In such case entire payment shall be made on the Payment Date set out at Sr. No. 3 above. vi.) No interest of <u>2% above the Bank</u> rate will be payable on account of delay in release of payment. 1. Kindly consider Payment terms 2. Fines & Penalty are already covered under DHI MCA Agreement Clauses hence request authority to Delete this clause		
355.	Schedule - 9 DEPOT, 1. Facilities to be Provided by DoT - Parent Depot Note: For charging infrastructure in Parent Depots the power connection will be procured by DoT and provided at LT 37 bus bar -II (415V). Rohini Sector at LT 37 bus bar -II Depot bar -II o Power to be provided by DoT at LT bus bar level. 66/11KV substation and associated infrastructure up to LT bus bar level to be developed by DoT. o Total Power Connection - 5.6 MVA. Note: For charging infrastructure in Parent Depots the power connection will be procured by DoT and provided at LT 37 bus bar (415V). Rohini Sector at LT 37 bus bar -II Depot bar -II o Power to be provided by DoT at LT bus bar level. 66/11KV substation and associated infrastructure upto LT bus bar level to be developed by DoT. o Total Power Connection - 5.6 MVA 7.0 MVA. As per Our Calculations Additional Power is required for the Depots. Additional Power Required in Depots: Rohini - 1400 KVA (Approx.) Request Authority to kindly provide the same the same.	RFQP conditions shall prevail.	

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
356.	Schedule – 9	<p>DEPOT , 1. Facilities to be Provided by DoT – Parent Depot</p> <p>DoT shall arrange to provide the power connections to the depots on best effort basis by various departments and agencies coordinating and working towards providing the power connection in the earliest possible time considering the timeframe for induction of buses. However, DoT shall not be responsible in any manner whatsoever for any delay in installing of power connection due to any exigency, delays in road cutting permission, delays in DERC approvals, ROW issues or any other issue faced by DoT or Discom leading to delay in commissioning of the power facilities.</p> <p>We request any Delays from Operator which is indirectly or directly related to Authority delay in procuring power from DISCOM, for such delays Operator shall not be held responsible.</p> <p>Kindly consider</p>	RFQP conditions shall prevail.
357.	Schedule – 9	<p>Change of Location of Depot</p> <p>4.2 In the event of shifting of Depot during the Concession Period, the Concessionaire shall be entitled for special relief in performance deductions in terms of Schedule 3 (excluding accident and over speeding) for a period of one month. However, no shifting charges will be payable by the DoT to the Concessionaire.</p> <p>4.2 In the event of shifting of Depot during the Concession Period, the Concessionaire shall be entitled for special relief in performance deductions in terms of Schedule 3 (excluding accident and over speeding) for a period of one month. However, no-shifting-charges will be payable by the DoT to the Concessionaire.</p> <p>However, GNCTD shall pay the Concessionaire for</p> <p>(i) shifting charges</p> <p>(ii) cost for new asset creation</p> <p>(iii) miscellaneous charges</p> <p>Further any delay in shifting and creating new set up shall not be penalized.</p> <p>Further all facilities as agreed to provide to concessionaire as per Schedule 9 are be applicable in case if Depot changes.</p> <p>Shifting of Depot will lead to develop new Electrical Infrastructure which has to be setup by the Operator again for the New Depot. This will incur huge losses to operator if DoT does not pay for shifting of Depot.</p>	RFQP conditions shall prevail.
358.		<p>Also, such clause will lead to Higher Cost and hence request to kindly delete the clause.</p> <p>Additional Query / Request</p>	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
	Excess KM Payment: Additional KM payment may be made as per Quoted rate by the Concessionaire. Kindly consider excess KMs payment (if applicable) for arriving lesser Cost.		
359.	Appendix 7 Financial Capacity of the Bidder Net Worth The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent entity or its subsidiary or any associate entity will be considered for computation of the Financial Capability of the Bidder provided the Bidder holds at least 51% of the common equity of subsidiary entity/associate entity as on March 31, 2021 or parent entity holds at least 51% of the common equity of the Bidder as on March 31, 2021. Such entities are restricted to Company registered under Companies Act, Partnership Firm, Sole Proprietorship Firm, AIF, VCF, Society, Trust but excluding Individual. Kindly consider for claiming the Parent Company or Subsidiary Company Credentials for meeting the Financial Capacity. Kindly consider	Please refer Amendment No. 1	
360.	Part III – Cluster Design Data Table Page No. 341 The Total No. of Required Buses as per the Route Details is 280 Since, as per Route Cluster Data More Number of Buses are to be required. Kindly clarify whether other Buses are also assigned in the same Depots. AND Also confirm the Depot and facilities Developed by Bidder will be exclusive for the successful bidder only for operation of cluster and will not be shared to any other Bidder/Operator/Party. Kindly clarify	1: RFQP conditions shall prevail.	
361.	Part III – Cluster Design Data Table Page No. 341 Request you to Kindly give us the detailed time – schedule for the operations to be conducted for each cluster Kindly clarify	1: RFQP conditions shall prevail.	
362.	Part – IV, Appendix 18: Format for Annual Financial Proposal Format	RFQP conditions shall prevail.	

AN



Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries					Clarification from the Purchaser
	Operating Costs	Cost Category	Cost Item	Item	Percentage to Annual Cost Estimates ("-%")	INR	GST and any other tax/levy considered under each component given in column (c) (Provide both % and value in INR)
		B1	Consumables Charge	(a)	(b)	(c)	(d)
		Bus Operational Costs	Electricity**	9	x	x	x
			Sub- Total (9)	10	x	x	x
		<p>** DoT shall bear the cost of Electricity Charges for charging of buses subject to a maximum electricity consumption of 1.4kwh/km over the service kilometers for the year. The Electricity Charges beyond the aforesaid consumption of 1.4kwh/service kilometer shall be passed on to the Concessionaire in form of Electricity Charges Adjustment.</p> <p>Since, Electricity charges are in the scope of authority. The table is redundant</p> <p>We kindly request you to delete the table from Financial Proposal Format</p> <p>Kindly consider</p>					
363.	Clause 5.1 (h)	<p>Subsidy – DoT, GNCTD shall provide Subsidy ("Subsidy") for the electric buses procured by the Concessionaire under the Agreement. No Subsidy shall be provided for the chargers and/or related infrastructure.</p> <p>It is confirmed that the payment of subsidy shall be done by DoT.</p>					RFQP conditions shall prevail.
364.	Clause 5.1 (h)(iv)	<p>The Subsidy shall be payable by DoT, GNCTD only after start of actual operation of entire cluster, meeting the mandated service schedule.</p> <p>It is requested to disburse the subsidy as the buses get registered in phase wise and on receiving 100% bank guarantee against that amount to facilitate the Bidders with lower cost.</p>					Please refer Amendment No. 1
365.	Clause 7.2.6.2 (i)	<p>The cost of bus for the purpose of calculation may be taken as per invoice cost or the cost indicated in the bid, whichever is lower</p> <p>The statement is contradictory to that of FAME II scheme wherein the cost of bus is calculated on the basis of the formula given not limited to the invoice value. Please clarify the same.</p>					Please refer Amendment No. 1.
366.	Clause 1	<p>Academic qualifications for the drivers shall be minimum 10 + 2 class pass or as applicable by law. It is requested to allow drivers with qualification of 10 Pass</p>					RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
367.	Clause 2.1	$X = X * [1 + (0.2 \times (CPI_n - CPI_b) / CPI_b) + (0.4 \times 0.6 \times (WPI_n - WPI_b) / WPI_b)]$ It is submitted to link the formula with Minimum Wages as per Delhi.	Please refer Amendment No. 1.
368.	Clause 2.4 (a)	DoT shall bear the cost towards charging of electric buses on actual consumption upto a maximum consumption @1.4kwh for every service kilometer Clarification required for charges to reimbursed at HT or LT side. Also it is requested from DoT to pay electricity charges upto 1.4 Unit per KM directly to the Electricity Provider. Also if the consumption per Km shall be more than 1.4 Unit and unit rates increases then how shall be able to claim that escalation or we have to give as per the unit rate of Bid Due Date	Please refer Amendment No. 1
369.	Clause 4.1	The DoT may change location of Depot at the time of initial allotment or during the Concession Period based on ground factors like optimum utilization of Depot Space, availability of mentioned depot space, Court Case or in public interest to reduce Dead Mileage. The location of depot shall be changed by DoT but there should not be change in no of buses per depot. Max 2 Depot for the Fleet.	RFQP conditions shall prevail.
370.	Clause 5.6	The Concessionaire can have the options i.e. 1. To operate buses having a range of 240 kms in a single charge; or 2. If engaging buses less than a range of 240 kms in a single charge; to make suitable arrangement for charging/infrastructure in between the break at/nearby designated bus stop (generally one hour), or to make arrangement of adequate number of additional buses, if not making provision for charging infrastructure during the one-hour break. It is submitted that, Delhi Transport Corporation which is under DoT has floated tender for 300 E Buses wherein the duty changeover is done inside the depot and buses get time of 1 Hour for opportunity charging. In the same way it is requested to allow minimum one-hour time for the charging inside the depot during duty change over. The buses have to run 240 KM, 17Hrs of Duty in single charge and there is no OEM registered in India with this type of Bus. Also the load provided at the depot is not sufficient for the charging infra as mentioned in the RFP. This clause states the tender is made keeping in mind for some particulars OEM.	Please refer Amendment No. 1
371.	Clause 4.9	The performance deductions for not meeting the service level obligations are capped at 10% of CYF. For the purpose of determining the aforementioned cap, performance deductions for the following will not be considered: a. failure to meet Assured Fleet Availability for any reasons attributable to the Concessionaire, and b. fatal accidents and over speeding	RFQP conditions shall prevail.

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>glt is submitted that being this a new technology the performance deductions shall be capped at 5% rather than 10% also assured fleet availability shall be considered in this capping. DTC also capped the penalties at 5% including Assured Fleet Availability and Fatal Accident</p>	
372.	Clause 5.1 (h)(vi)	<p>The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "Subsidy Bank Guarantee") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till for the Concession Period from the date of signing of the Concession Agreement.</p> <p>It is submitted that being the subsidy is provided for the procurement of Buses and Bank Guarantee is demanded for its compliance and performance, the validity of the bank guarantee shall be of only for one year as the buses shall be delivered and plied for the operations post approval of the DoT, Testing agencies and other Statutory Authorities. Also for the performance obligations operator has to submit the Performance Security as per the RFP.</p>	Please refer Amendment No. 1
373.	Clause 4.6.2	<p>The Bidder shall be considered eligible even if an OEM associated with such Bidder is associated with other Bidders under this Bid Process. For avoidance of doubt, a Bidder shall not associate with more than one OEM for a Project.</p> <p>The bidder shall be allowed to associate with multiple Oem and Operator sp that there is no monopoly of the OEM/Operator post award of the Contract. Rather it is submitted that, bidders must be allowed to go with any OEM as per your requirement to purchase the buses as done in the CNG Bus Tender</p>	Please refer Amendment No. 1
374.	Part 1 Instructions to Bidders 5.6	<p>The traction energy storage must be sufficient for a minimum autonomy of 120 kms/ bus/ day to meet the operational conditions as described in Para 2 of Schedule 2 for a daily driving range of minimum 240 kms excluding dead kms for recharging.</p> <p>For recharging the buses to meet >240 kms per day of running, the bus will need to reach the location of the chargers, that is the bus depot. It is mandatory to have chargers at depot for purpose of night charging & maintenance.</p> <p>However for recharging, the distance of the route terminals from the depot is very high as per the routes shared in Table 1: Cluster No. E1 Route Details Pg. 326-327. Due to such high distance, it will cause:</p> <p>i) Excessive km running only for charging, causing km/day to be in much excess of 240.</p> <p>ii) Excess travel time from depot to terminal & back, causing disruption in schedule.</p>	Please refer Amendment No. 1

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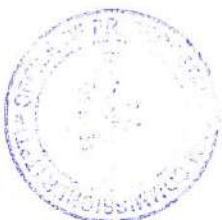
Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
		<p>While it is possible to have chargers at terminal locations or nearby the terminals, there are following disadvantages:</p> <p>i) There are 11 unique route terminals, hence chargers will need to be near multiple route terminals. As these chargers are high power DC > 100 kw, it will require its own 11 kV line & step down infrastructure. Hence, it is very high additional cost to have charging at terminals.</p> <p>ii) Since these chargers are at route terminals, they are used only during the day for the purpose of recharging between the shifts. It is not used in night time. Hence the charger utilization is very low, and it is big expenditure without utilizing the resource fully. If the recharging were to be done with the depot based chargers only, it would save large expenditure on chargers & power infrastructure for the project.</p> <p>iii) Since the 11 kV line is not procured by the Authority at each terminal, it is very large cost to the Operator.</p> <p>Further if the provision for opportunity charging were removed, it would require the bus to meet 240 km per charge, which is not practical.</p> <p>For smooth operations & optimum cost project, request the Authority to have:</p> <p>i) Provision of depot based opportunity charging (recharging).</p> <p>ii) Reduce dead km for opportunity charging from route terminal to depot - so that bus can go & come back within 20 minutes.</p> <p>iii) Provision of 60 minutes time specific for purpose of recharging, excluding travel time from terminal to depot & back.</p> <p>Given also for reference the one way km from the depot to route terminal</p>	

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Sr. No.	Para/ Clause No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries			Clarification from the Purchaser
Sr. No	Start Terminal	Distance from Rohini Sec-37 Depot (km)	Round Trip Distance (km)		
1	IGI T2	36	72		
2	Budh Vihar Phase 2	7	14		
3	Sultanpuri D block	7.7	15.4		
4	Sultanpuri C block 9/36	8.6	17.2		
5	Sultanpuri	9	18		
6	Sector 16 Rohini	8.6	17.2		
7	Awantika Rohini	9	18		
8	Shalimar Bagh BH block	13.3	26.6		

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