

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
1.	Volume II, DCA, Schedule AA, Point 16 (A)	wheel chair Boarding Devices-Ramp should be power operated and should meet the requirement as per AIS:153	Manual ramp will be provided for manually operated wheel chair with provision of seatbelt and seat anchorage	Please refer Corrigendum 2
2.	Volume II, DCA, Schedule AA, Point 17.4 (D)	Minimum 15 mm thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board as per BIS: 710-1976/ latest and fire retardant as per BIS: 5509-2000 (IS15061:2002). The chequered plywood minimum 15mm thick is also allowed as per the relevant standard for the quality and fire resistance/flammability	12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of Min 1.25 gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest.	RFP Conditions shall prevail
3.	Volume II, DCA, Schedule AA, Point 17.7 (P)	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.	Arm rests will be provided as per AIS 052 norms	Please refer Corrigendum 2
4.	Volume II, DCA, Schedule AA, Point 22.5	Lighting - internal & external and illumination-All lights including interiors should be LED Type Head Lights – As per CMVR. Other information as per AIS:052 and AIS:153	External = Round halogen bulb head lamps will be provided	RFP Conditions shall prevail
5.	Volume II, DCA, Schedule AA, Point 25 (A)	Type of window-Non AC Buses: The window shall be in two-piece design with flat and sliding window glasses. The toughened glass wherever used in the body shall be 4.8 mm to 5.3 mm thick.	Top 1/3rd fixed and bottom 2/3rd will be sliding	Please refer Corrigendum 2
6.	Volume I, RFP, Clause No. 2.2	Eligibility and Qualification Requirements of Bidders	It is requested to allow Operating Subsidiary as a Single Bidder	Response to Point no. 1 Please read Clause 2.2.1 (a), (b), (c) and (d) in conjunction with Clause 2.2.15 of the Volume I, RFP. It is further clarified that in case the Bidder is a Company which may be an OEM or its Parent or its

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
				<p>Subsidiary such an entity can demonstrate the Technical Capacity and Financial Capacity of its Associate by virtue of Clause 2.2.15. Such experience shall be accepted for the eligibility of the Bidder. Hence, Bidders query is already covered under Clause 2.2.1 and 2.2.15</p> <p>Response to Point No. 2 Please read Clause 2.2.1 (d) in conjunction with 2.1.12(a) and 2.1.12(c).</p>
7.	Volume II, DCA, Clause No. 4.1.3 (D)	Procured all the Operator Applicable Permits specified in Schedule-C required for the procurement of the Buses and the Fit Out Works, unconditionally or if subject to conditions, then, to the extent relevant, comply with all such conditions, such that the Operator Applicable Permits are and shall be kept in full force and effect as may be required under Applicable Laws	Permits of Buses can only be obtained prior to Supply. Likewise Permits for Depot can be arranged only after complete hand over of Depot. So it is requested that this Clause be made as a part of Obligations of the Operator and not as a Conditions Precedent of the Operator	<p>RFP Conditions shall prevail.</p> <p>It is clarified that the Clause 4.1.4 (C) refers to “required for the procurement of the Buses and the Fit Out Works” and not specifically the permit required for operations of buses.</p>
8.	Volume II, DCA, Clause No. 4.1.3 I()	Executed the Product Warranty Undertaking as specified in Schedule-W	In case of Operating Subsidiary being the Successful Single Bidder, please confirm whether it can provide the Product Warranty Undertaking	RFP conditions shall prevail
9.	Volume II, DCA, Clause No. 4.1.3 (J)	Executed the Comprehensive Maintenance Agreement as specified in Schedule-Z	In case of Operating Subsidiary being the Successful Single Bidder, please confirm whether it will execute the Comprehensive Maintenance Agreement	RFP conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
10.	Volume II, DCA, Clause No. 4.4 (a) 4.3(a)	(a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security,	It is requested to cap the damages to a maximum of 20% (twenty per cent) of the Performance Security	Please refer Corrigendum 2
11.	Volume II, DCA, Clause No. 5.2.5	The Operator shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Operator in the event of Termination or Suspension (the "Covenant").	It is requested to include Lender's consent in this Clause barring which obtaining Lender/s may become difficult	RFP Conditions shall prevail
12.	Volume II, DCA, Clause No. 5.2.7	In case of Termination of the Agreement, the OEM warranties product restoration to ensure continuous operation of Buses and other infrastructure provided by the Operator under this Agreement. The OEM Undertaking to be executed by the OEM is at Schedule W. In addition to the OEM Undertaking, OEM also agrees to execute Comprehensive Maintenance Contract as specified in Schedule Z.	1. In case of Operating Subsidiary being the Successful Single Bidder, please confirm that this obligation lies with the Operator itself and no OEM is involved	RFP Conditions shall prevail
13.	Volume II, DCA, Clause No. 5.5.3	Obligations relating to employment of personnel The Operator shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times properly trained and possess the requisite skill and qualifications as per Good Industry Practice and	In the Clause "Obligations relating to employment of personnel" reference of Article 23 is given for requisite skill & qualification. However, Article 23 is on "DAMAGES FOR DELAY" Hence, clarification is requested on the requirement	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		Applicable Laws for undertaking their respective functions as provided in Article 23 of this Agreement		
14.	Volume II, DCA, Clause No. 5.8.1	<p>Obligations relating to information</p> <p>Without prejudice to the provisions of Applicable Laws and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers to be necessary to enable it to perform any of its functions, the Operator shall provide such information to the Authority forthwith and in the manner and form required by the Authority.</p>	It is requested to include in the Clause - <i>"However, Operator shall not need to furnish information which are proprietary in nature"</i>	RFP Conditions shall prevail
15.	Volume II, DCA, Clause No. 16.6.1	<p>Incidents En-Route</p> <p>In case of a Breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within 1 (one) hour of the Breakdown</p>	It is requested to provide a reasonable time period for Tow Away from 1 to 3 Hours.	RFP Conditions shall prevail
16.	Volume II, DCA, Clause No. 26.2.1	<p>Appointment of auditors</p> <p>The Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the "Panel of Chartered Accountants"),</p>	It is requested to remove this Clause. Audit will be performed by Statutory Auditors of the Operator	RFP Conditions shall prevail
17.	Volume II, DCA, Clause No. 34.1	<p>Liability for defects after Termination</p> <p>Subject to Clause 33.4.1. (b), the Operator shall be responsible for all defects and deficiencies in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations,</p>	It is requested to confirm that the obligations are applicable only in case of Termination due to Operator's default. Otherwise, this obligation should not exist in case of Termination due to Authority's Default	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		if any, for a period of within 180 (one hundred and eighty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations during the aforesaid period. In the event that the Operator fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Operator's risk and cost. All costs incurred by the Authority hereunder shall be reimbursed by the Operator to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.		
18.	Volume II, DCA, Clause No. 13.6	Supply of Prototype: The Operator shall, no later than 90 (ninety) days after the execution of this Agreement procure and deliver a Prototype and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.	Request Authority to modify the clause as The Operator shall, no later than 90 (ninety) 120 days after the execution of this Agreement procure and deliver a Prototype and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5. OEM Justification : HEV Battery Lead time is min. 3 months	RFP conditions shall prevail
19.	Volume II, DCA, Schedule G	DELIVERY SCHEDULE: 12m Non-AC Buses Minimum 25% of the Quantity awarded as per the LOA - Within 8 weeks of Appointed Date	Requirement contradict to clause no 13.6 of porotype requirement which is within 90 days i.e.: 13 weeks Request authority to modify the clause as Minimum 25% of the Quantity awarded as per the LOA - Within 8 26 weeks of Appointed Date	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
20.	Volume II, DCA, Schedule AA, Point No. 3.5 (H)	<p>Schedule AA -Technical Specification</p> <p>Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average) - 12 mts AC: 1.3 kWh/km 12 mts Non -AC: 1.1 kWh/km</p>	<p>The word Annual average to be removed as AIS 039 test is done at testing agency Request Authorities to specify energy consumption range: 12 mtr AC 1.3-1.4 kWh/km & 12 mts Non-AC - 1.1 - 1.3 kWh/km However, the actual consumption during operation may vary based on varying real-world conditions : road , load, traffic and No of stoppages etc.</p>	RFP Conditions shall prevail
21.	Volume II, DCA, Schedule AA, Point No. 6.1	<p>Schedule AA -Technical Specification</p> <p>Anti-roll bars/stabilizers - Required at front and rear. If independent front suspension is used, anti-roll bar is not required.</p>	<p>Request Authorities to include the rear anti roll bar as optional / as per OEM design Stability can be achieved with front ARB alone</p>	RFP Conditions shall prevail
22.	Volume II, DCA, Schedule AA, Point No. 6.4	<p>Schedule AA -Technical Specification</p> <p>Controls (optional) - Electronically controlled air suspension system</p>	<p>ECAS is not available in OEM Design. If required by any specific STU, this will call for additional development time</p>	RFP Conditions shall prevail
23.	Volume II, DCA, Schedule AA, Point No. 7	<p>Steering - Power steering with height and angle adjustment. As per manufacturers design / CMVR</p>	<p>Request Authorities to modify the statement as: Power steering with height & angle adjustment or as per manufacturers design / CMVR OEM justification: The required comfort for driver position is being met through a 3 way adjustable driver seat meeting all CMVR requirements. Current vehicles running in DTC, BMTC under CESL are also with seat adjustment only.</p>	RFP Conditions shall prevail
24.	Volume II, DCA, Schedule AA, Point No. 13	<p>Charging range The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate at GVW and additional AC load along with all system operations. Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 30</p>	<p>OEM will meet range as per AIS 040, as per CMVR rule 126 along with type approval certificate at GVW & AC Request authority to make change in opportunity charging time from 30 mins to 60 min and SOC from 80% to 90 % (The required range - min 20 km; for limp home mode is achieved with 10% reserve)</p>	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		minutes (depot-in, depot-out basis or at any terminal).		
25.	Volume II, DCA, Schedule AA, Point No. 22.3 (C)	Location of cables away from heat sources One manual near driver seat - One electronic on driver Dashboard area - One manual at the rear compartment.	Request authority to modify as per following: Battery cut off (Total Three Two) as per AIS Request authority to add option: - One manual cut off switch located as per OEM design - One electronic on driver Dashboard area OEM Justification: As per CMVR, two (2) switches are required. 2 switches can fulfil the necessary safety precautions.	Please refer Corrigendum 2
26.	Volume II, DCA, Schedule AA, Point 22.5	Lighting - internal & external and illumination All lights including interiors should be LED Type Head Lights – As per CMVR. Other information as per AIS:052 and AIS:153	Requirement to be stated clearly as 1. Head lights - As per CMVR (Non LED if certified by CMVR should be acceptable) 2. All lights including interior to be LED Type: Tail Light, Front Direction Indicator, and License Plate As per CMVR.	RFP Conditions shall prevail
27.	Volume II, DCA, Schedule AA, Point No. 27 (B)	Demister - To be provided	Demister to be made Optional; In colder cities, HVAC will be provided according to Authority guidelines	Please refer Corrigendum 2
28.	Volume I, RFP, Appendix 13	Self-Declaration for Testing Certificate	1. Please clarify the definition of "at the time of delivery of vehicle".	Please refer Corrigendum 2
29.	Volume I, RFP, Annexure 11B	Format Certificate from Chartered Engineer for Manufacturing Capacity	1. Please clarify if this can be self-certified by TML & Chartered Engineer certificate can be provided in due course.	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
30.	Volume I, RFP, Appendix 15	Certificate regarding declaration of local content	<ol style="list-style-type: none"> 1. Please clarify if the local content is required at the vehicle level or for any specified component 2. Please clarify if it is ok, if the percentage is mentioned in terms of ">50%" or a specific value is to be mentioned. 3. Local content percentage can be provided for the base vehicle, however TML will ensure that the final product also meets local content in the same range. 	<p>Please refer Corrigendum 2 with regards to Appendix 14 of the Volume I of the RFP.</p> <p>The Government Order No. P-45021/2/2017-PP (BE-II) is abundantly clear. No further clarification envisaged.</p>
31.	Volume I, RFP, Appendix 14	Certificate regarding declaration of indigenization requirement- OEM to submit the Tier wise supplier details for 45 components	<ol style="list-style-type: none"> 1. Please clarify if it is ok to submit supplier details for base model. There might be minor changes in the supplier name for the final product. 2. If we look at Tier 2, Tier 3 level, then there are many suppliers, hence the details of major suppliers can only be shared. 3. Please clarify the components that need to be covered under the chassis category 	RFP Conditions shall prevail
32.	Volume II, DCA, Clause No. 5.1.7	The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 50 Buses or lower. This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations.	Authority is requested to leave the requirement of breakdown van at Operator's discretion for servicing only. Also Since qty of no of buses towed shall be very less, authority is requested to allow to hire towing van from outside.	Please refer Corrigendum 2
33.	Volume II, DCA, Clause No. 16.6.1	In case of a Breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within 1 (one) hour of the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the	Authority is requested to revise time period from 1 Hr to two Hr as breakdown location distance and traffic condition plays major roll in reaching time.	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.		
34.	Volume II, DCA, Schedule A	Depot Site shall include the land described in Annex-I of this Schedule-A.*2	For better understanding, authority is requested to confirm total no of Depots along with Depot parking capacity for Electric Vehicles.	Please refer Corrigendum 2
35.	Volume II, DCA, Schedule A, Point No. 1.2	1.2 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to the Site shall be prepared jointly by the Authority Representative and the Operator, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.	For better understanding, authority is requested to confirm total no of Depots along with Depot parking capacity for Electric Vehicles.	Please refer Corrigendum 2
36.	Volume II, DCA, Schedule A	2 The list of the depots is indicative and subject to final approval by the Authority. Authority may increase the number of depots to a maximum of 10 sites including the ones specified hereunder subject to operational requirement.	For better understanding, authority is requested to confirm total no of Depots along with Depot parking capacity for Electric Vehicles.	Please refer Corrigendum 2
37.	Volume II, DCA, Schedule J	SCHEDULE-J : DEPLOYMENT PLAN	For better understandings Authority is requested to provide present bus deployment plan	It is clarified that the Deployment Plan shall be shared with the Operator in terms of Clause 4.1.3 (e) of the Concession Agreement
38.	Volume II, DCA, Schedule L	SCHEDULE-L: MAINTENANCE DEPOTS EQUIPMENT (See Clause 17.1) The operator shall install the following list of equipment to ensure majority of the periodic and unscheduled maintenance activities are carried out at the maintenance depots. The equipment required to be installed at the depot must include the list of equipment provided below. The list is inclusive	Authority is requested to make the equipment list as indicative and not compulsory as lots of equipment mentioned in list is not required.	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		and not exhaustive and operator shall install additional tools/equipment to ensure maintenance activities of the bus may be undertaken at the depots.		
39.	Volume II, DCA, Schedule L	Fully automatic three brushes bus washing machine with simultaneous chassis and wheel washing arrangement and complete with waste water treatment and recycling system	Authority is requested to revise specifications to two brush washing machine as third brush shall get abstracted due to top mounted HV battery and AC system	Please refer Corrigendum 2
40.	Volume II, DCA, Clause No. 9.1.1	The Operator shall, for the performance of its obligations hereunder till the expiry of the Concession Period, provide to the Authority, on or prior to, the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 30 Crore (Rupees Thirty Crore) in the form set forth in Schedule-D (the "Performance Security"). Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Operator.	Since the security deposit is too high in this regard We request performance security amount as Rs.50000 per bus.	Please refer Corrigendum 2
41.	Volume II, DCA, Clause No. 22.2.3 and Clause No. 22.2.4	<p>1. The first Invoice to be submitted by the Operator after the Lot COD of the first Lot of Buses shall be pro-rated for the number of days from the Lot COD of the first Lot of Buses until the last working day of the month in which the Lot COD occurs. Each subsequent Invoice shall be a monthly invoice to be submitted to the Authority by the 7th (seventh) day of the immediately following month.</p> <p>2. Upon the submission of each Invoice, the Authority shall, within 7 (seven) days from the date of submission of such Invoice, convey its approval for the immediate release of 90% of the amount specified in the Invoice, with the</p>	<p>We request to raise the invoicing on Fortnightly basis and payment terms as below:</p> <p>1.90% amount within 7 days from the Invoice data and</p> <p>2.Balance 10% to be released by after 14 days from Invoice submission date</p>	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		remaining 10% to be released by the 7th (seventh) day of the next month or advise any changes in computing the Fee and/or any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including any statutory dues) if not factored by the Operator in the said invoice.		
42.	Volume II, DCA, Clause No. 32.3.3	Authority shall pay interest at a rate equal to 3% (three per cent above the Bank Rate on the amount of Termination Payment remaining unpaid.	We request authority to pay interest @18% for delay in payment.	RFP Conditions shall prevail
43.	Volume II, DCA, Clause No. 13.9.1 and 13.9.2	<p>13.9.1 In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.</p> <p>13.9.2 If the procurement of any Bus is delayed by a period exceeding 60 (sixty) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.</p> <p>The Damages payable by the Operator shall become due and payable within 7 (seven) days of receipt of notice in this regard from the Authority.</p>	<p>13.9.1 In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the per bus Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.</p> <p>13.9.2 If the procurement of any Bus is delayed by a period exceeding 60 (sixty) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the per bus Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.</p> <p>The Damages payable by the Operator shall become due and payable within 7 (seven) days of receipt of notice in this regard from the Authority.</p>	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
44.	Volume II, DCA, Clause No. 20.10	10% of the Monthly Aggregate Monthly Fees	Since the 10% Operational penalty seems high, in this regard we request authority to keep all operational related penalty capped at 5% of the Monthly AMC Fees.	RFP Conditions shall prevail
45.	Volume II, DCA, Clause No. 22.3.1	Assured Kilometers per bus per day:200KM "Monthly Assured Bus Kilometers" for respective Lot) For illustration in case the number of days in a month is 28 (Twenty Eight) then the Monthly Assured Bus Kilometers for each bus shall be equal to 200*28= 5600 kilometres	We request that the Assured Kilometers per bus per day:200KM "Monthly Assured Bus Kilometers" for respective Bus) For illustration in case the number of days in a month is 30 (Thirty) then the Monthly Assured Bus Kilometers for each bus shall be equal to 200*30= 6000 kilometres	Please refer Corrigendum 2
46.	Volume II, DCA, Clause No. 4.4 (A)	Damages for delay by the Operator (a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Condition Precedent specified in Clause 4.1.2 and where such delay impacts the Operator's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the relevant Conditions Precedent	Damages for delay by the Operator (a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of subject to a maximum of 20% (twenty per cent) of the Performance Security , the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Condition Precedent specified in Clause 4.1.2 and where such delay impacts the Operator's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.2. (b) Upon termination of this Agreement pursuant to Clause 4.4 (a), the Authority shall encash the	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		specified in Clause 4.1.2. (b) Upon termination of this Agreement pursuant to Clause 4.4 (a), the Authority shall encash the Performance Security submitted by the Operator.	Performance Security submitted by the Operator.	
47.	Volume II, DCA, Schedule AA, Point No. 13	Opportunity fast charging of up to 30 minutes	Please provide the opportunity charging time of 60 minutes between the shift. Referring the other tenders in the industry.	Please refer Corrigendum 2
48.	Volume II, DCA, Schedule H, Point No. 1.2	1.2 The Authority shall conduct, or cause to be conducted, adequate trial runs of Prototypes to determine their compliance with Specifications and Standards, requirements and Safety Requirements.	Requesting the authorities to accept test certifications from testing agencies like ICAT, ARAI etc. instead of trial runs.	Please refer Corrigendum 2
49.	Volume II, DCA, Schedule S, Point No. 3.3 (g)	Energy generated via Regenerative Braking	Complied that regeneration current will be provided over vehicle cluster.	RFP Conditions shall prevail
50.	Volume II, DCA, Schedule S, Point No. 3.3 (f)	SoH (State of Health) Estimate (Algorithm Used to estimate SoH to be shared at time of delivery of lot)	SoH estimate algorithm cannot be shared as it is intellectual property of the Equipment manufacturer. Requesting authority to omit this requirement under the IPR protection.	RFP Conditions shall prevail
51.	Volume II, DCA, Schedule P Annex-3 and Schedule S, Point No. 8	8.Charging Status (it can be pushed via BMS)-text a. Charging Start Time b. Charging End Time c. Charging Power -Numeric -KW	Requesting the authority that these data's are available over charger screen and to be taken from there.	RFP Conditions shall prevail
52.	Volume II, DCA, Schedule S, Point No. 20	Charge Discharge Cycle	Requesting the authority to remove this point since Displaying values of Charge discharge cycles & Distance to empty will totally depend on Environmental conditions, Road conditions and driving patterns. They will never be accurate. SOC (Charge remaining) what we display on driver console, gives accurate value for estimation of how much distance the bus will travel. This further can be correlated with no of cycles/warranty we give.	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
53.	Volume II, DCA, Schedule S, Point No. 21	Distance to empty/residual range	Requesting the authority to remove this point since Displaying values of Charge discharge cycles & Distance to empty will totally depend on Environmental conditions, Road conditions and driving patterns. They will never be accurate. SOC (Charge remaining) what we display on driver console, gives accurate value for estimation of how much distance the bus will travel. This further can be correlated with no of cycles/warranty we give.	RFP Conditions shall prevail
54.	Volume II, DCA, Schedule AA, Point No. 1	Electrically propelled system should design to meet "Code of practice for Electric Propulsion System" performance as per AIS: 048 & AIS: 049.	Requesting the authority to consider AIS 038 instead of AIS 048 as AIS 048 has been discontinued from November 2022 and has been replaced by AIS 038	Please refer Corrigendum 2
55.	Volume II, DCA, Schedule AA, Point No. 3	Safety–Short circuit/ Over Temperature / Lightening Protection are mandatory.	Requesting the authority to share the relevant lightening protection standards to be complied	RFP conditions shall prevail
56.	Volume II, DCA, Schedule AA, Point No. 13	Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 30 minutes (depot-in, depot-out basis or at any terminal).	Requesting the authority to provide 60 mins of opportunity charging time (depot-In Depot-Out basis)	Please refer Corrigendum 2
57.	Volume II, DCA, Schedule AA, Note No. 11	Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.	Requesting the authority to change the point as Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 55°C .	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
58.	Volume II, DCA, Schedule AA, Point No.23 (vii)	Security Camera Network (CCTVs) minimum four numbers should meet the specification for IP based cameras and MNVR as per Detailed specification document IS 16833:2018 CCTV system with integrated emergency System and built-in tracking system (with min 5-megapixel camera, SSD hard disc, 4G/5G, Wi-Fi for data transfer). Real-time feed enabled at DDU and provision for integration with central ITMS system of authority.	Requesting the authority to clarify the camera megapixel requirement as it is mentioned at two different place different requirements. (Security Camera Network (CCTVs) and display screen should meet the specification for IP based cameras and mNVR as per Detailed specification document for CCTV devices as per UBS II and AIS 153, 16833:2018 CCTV system with integrated emergency System (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wi-Fi for data transfer). Pg-190 point vi.	Please refer Corrigendum 2
59.	Volume II, DCA, Schedule P, Annex-3	The following CAN parameters should be integrated to the on board IoT device/ITS and capable of transmitting data at a frequency of 30 sec to the centralized ITMS server 5.SoH(State Of Health) 10.Power	Requesting the authority to please clarify which power to provide and to remove the SoH clause.	RFP Conditions shall prevail
60.	Volume II, DCA, Clause No. 5.1.7	The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 50 Buses or lower. This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations.	We recommend that the number of Maintenance Vehicles ("Break Vans") be determined by the Operator's Own Norms or based on OEM standards.	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
61.	Volume II, DCA, Clause No. 16.6.1	In case of a Breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within 1 (one) hour of the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.	In urban areas, the one-hour tow-away requirement may be impractical due to traffic congestion and road conditions. We request the Authority to consider a tow-away time of 2 to 4 hours. Additionally, we suggest that no penalties be imposed if the tow does not occur within 4 hours.	RFP Conditions shall prevail
62.	Volume II, DCA, Clause No. 19.1.1	During the Concession Period, the Operator shall, no later than 7 (seven) days after the end of each month, furnish to the Authority a monthly report stating in reasonable detail the maintenance services performed by the Operator on the Buses and the defects and deficiencies that require rectification (standard format as per schedule X). The report shall also include Key Performance Indicators achieved by the Buses, the compliance or otherwise with the Maintenance Requirements, Maintenance Manual and Operation Manual, details of any breakdowns, claims, challans etc. The Operator shall promptly give such other relevant information as may be required by the Authority	This is a gross cost contract. Maintenance services operations and the ownership of buses lies with the bidder. Hence the request for details of maintenance services Damon buses serves no purpose in delivering SLA marked with the contract. Requesting Authority to amend the clause suitably	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
63.	Volume II, DCA, Clause No. 20.10	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions in any month shall be capped at 5% of the Monthly Fees for that month.	Please cap all the individual KPI penalties to 0.05% which is same as incentive. Since the operation penalties are too high in this regard we request, The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any quarter in accordance with this Article 20 & Damages payable by the Operator as a result of any Operational Infractions in any month including Key Performance indicators shall be capped at 3% of the aggregate Monthly Fees payable in such quarter. Incentive and penalty should commensurate.	RFP Conditions shall prevail
64.	Volume II, DCA, Clause No. Schedule Z, Point No. 2.1	For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 5% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement JBM	As part of BOQ, Comprehensive Maintenance Contract rates should also be asked in BOQ and accordingly rates shall be determined in case of termination from the OEM.	RFP conditions shall prevail
65.	Volume II, DCA, Schedule A	The site(s) for the Maintenance Depots shall comprise the real estate described in Schedule-A and in respect of which a license shall be provided and granted by the Authority to the Operator as a licensee under and in accordance with this Agreement (the "Depot Site(s)") in order for the Operator to carry out and perform its obligations under this Agreement. The Depot Site(s) as provided in Schedule A are indicative and may be increased to a maximum of 10 (Ten) Depot Sites based on the operational requirements including the Depot Sites provided in Schedule A	The article (Schedule-A) does not any clarification about Numbers of depot and Depot wise buses allocation for 500 buses. needs to be cleared before the bid submission	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
66.	Volume II, DCA, Clause No. 5.13 K	However, Authority may require the Operator to remove any person employed by it for the Bus Services, who in the opinion of Authority:	We suggest Authority Should Communicate in any of the formal communication channels for operator to Act.	RFP Conditions shall prevail
67.	Volume II, DCA, Clause No. 16.6.1	In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.	Requesting authority that the TAT should be defined considering the Distance from mother depot and the local traffic condition	RFP Conditions shall prevail
68.	Vol-2 Page 83	The Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions in any month shall be capped at 5% of the Monthly Fees for that month. 20.11	We suggest KPI penalty should be capped at 5% of the aggregate Monthly Fees, whereas else Operational Infractions should be capped at 2%	RFP Conditions shall prevail
69.	Volume II, DCA, Schedule S	SCHEDULE-S : OPERATIONAL INFRACTIONS	The following conditions should be excluded which are beyond the control of the operator- 1. Traffic Jams 2. Route Diversions 3. Heavy rains/flooding's 4. Accidents where driver of the operator is not at fault. 5. Any other unforeseen event not attributed to operator.	RFP Conditions shall prevail
70.	Volume II, DCA, Clause No. 20.11	excess Km pay out at 50% (PK Fee AC Bus * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))	Excess Km payment should be done at full rate rather than 50 % of RKM	RFP Conditions shall prevail
71.	Volume II, DCA, Schedule C	SCHEDULE-C : APPLICABLE PERMITS	To be in scope of Authority or Authority to provide relevant documents at time of signing of LOA/ Agreement	RFP Conditions shall prevail
72.	Volume II, DCA, Clause No. 5.13	STAFFING QUALIFICATIONS	We suggest, the qualification for driver mentioned in 5.13 should prevail in Place of Sch - N as few Parameter like Experience is not mentioned in Sch - N	Please refer Corrigendum 2
73.	Volume II, DCA, Schedule N	Obligations relating to appointment of Drivers and Staff		

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
74.	Volume II, DCA, Clause No. 10.1	The Depot Site(s) as provided in Schedule A are indicative and may be increased to a maximum of 10 (Ten) Depot Sites based on the operational requirements including the Depot Sites provided in Schedule A.	We Suggest, the Max count of depot should be 5	Please refer Corrigendum 2
75.	Volume II, DCA, Clause No. 10.3.2	Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that the Authority shall have granted vacant possession and Right of Way to the Licensed Premises such that the Appendix shall not include more than 10% (ten per cent)	Need clarity to Understand it	Please read Clause 10.3.2 in conjunction with Clause 10.3.1 for better clarity
76.	Volume II, DCA, Clause No. 10.3.5	The Operator may, if so requested by the Authority, procure on behalf of the Authority, on the terms and to the extent specified by the Authority, the additional land required for ancillary buildings or for construction of works specified in any Change of Scope Order issued under Article 15.	To be in scope of Authority	Please refer Corrigendum 2
77.	Volume II, DCA, Clause No. 11.2	The Operator shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables,	To be in scope of Authority	RFP Conditions shall prevail
78.	Volume II, DCA, Clause No. 11.3	The Operator shall allow, subject to such conditions as the Authority may specify, access to, and use of the Depot Sites for laying telephone lines, water pipes, electric cables or other public utilities.	Subject to not hampering day to day O & M in any way	RFP Conditions shall prevail
79.	Volume II, DCA, Clause No. 22.1.3	The Parties agree that a Bus Kilometer shall comprise of the kilometers travelled by a Bus in respect of:	The Km Travelled for Opportunity charging in a day should be considered as a Bus Km under clause no: 22.1.3	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
80.	Volume II, DCA, Clause No. 28.2.1	The Operator acknowledges and agrees that unless otherwise specified in this Agreement it shall, at its own cost and expense, provide or cause to be provided security at the Maintenance Depots and within the Buses for the prevention of vandalism, arson, terrorism, hijacking, sabotage and/or similar acts or occurrences	We suggest that the scope of security should be limited to the depot only. Events like terrorism, hijacking, sabotage and/or similar acts or occurrences should be considered Force majeure and Authority and Government Should take care of such Situation	Please refer Corrigendum 2
81.	Volume II, DCA, Schedule E, Point No. 2	The completion timeline of the following essential components, inter alia, of construction of Maintenance Depot shall be periodically reviewed by the Authority: (a) Structural Work (b) Electrical Work (c) IT/Telecom system (d) Fire safety system (e) Water supply system (f) Drainage system	Other than Setting up the Charging Infra and its allied work, We request to keep all other Civil work in the Scope of Authority.	Please refer Corrigendum 2
82.	Volume II, DCA, Schedule L, Table 1, Point No.3	Schedule L - [Effluent Treatment Plant (ETP)] (if not already available at depot)	As stated in clause 6.1.3 effluent treatment plant ("ETP"), Should be provided by the Authority, it is contradictory with Schedule L in this Case 6.1.3 should be prevail.	Please refer Corrigendum 2
83.	Volume II, DCA, Schedule AA, Point No. 13	Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 30 minutes (depot-in, depot-out basis or at any terminal).	Please allow at least 60 mins for the opportunity charging (Depot in, depot out basis or at any terminal).	Please refer Corrigendum 2
84.	Volume I, RFP, Data Sheet	Bid Security: INR 6,00,00,000/- (Six Crores Rupees Only) to be submitted in the form of Bank Guarantee.	Request to accept Bid security of INR 2,50,00,000/- (Rupees Two Crores and Fifty Lakhs Only)	Please refer Corrigendum 2
85.	Volume I, RFP, Clause No. 2.2.1 (A)	For determining the eligibility of Bidder the following shall apply: (a) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, be member of another Bidder. The term Bidder used herein	Request to amend the Bidders as below: A Bid under this RfP can be submitted by either a Single Bidder or a Consortium as defined in this RfP. 1. Single Bidder a) The Bids can be submitted by either an OEM or its Parent/ Associate as a Single Bidder that fulfils the	Response to Point no. 1 Please read Clause 2.2.1 (a), (b), (c) and (d) in conjunction with Clause 2.2.15 of the Volume I, RFP. It is further clarified that in case the Bidder is a

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		would apply to both a single entity and a Consortium.	<p>eligibility criteria mentioned in clause 2.2.2 A & B.</p> <p>2. Consortium Consortium of maximum 3 (three) members is allowed. At least one of the members of the Consortium should be an original equipment manufacturer "OEM"</p>	<p>Company which may be an OEM or its Parent or its Subsidiary such an entity can demonstrate the Technical Capacity and Financial Capacity of its Associate by virtue of Clause 2.2.15. Such experience shall be accepted for the eligibility of the Bidder. Hence, Bidders query is already covered under Clause 2.2.1 and 2.2.15</p> <p>Response to Point No. 2 Please read Clause 2.2.1 (d) in conjunction with 2.1.12(a) and 2.1.12(c).</p>
86.	Volume I, RFP, Clause No. 2.2.3 (A)	<p>Technical Capacity of the Bidders subject to Clause 2.1.12 (h) (iii) would be evaluated on the basis of the following:</p> <p>a. A Bidder / a member of Consortium shall be a registered electric bus manufacturer having a bus manufacturing facility in India.</p>	Request to allow Associate of OEM to submit bid as single bidder.	<p>Please read Clause 2.2.3(a) in conjunction with Clause 2.2.15.</p> <p>Please read Clause 2.2.15 which allows Technical Capacity and Financial Capacity of the respective Associates to be eligible under the RFP</p>

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
87.	Volume I, RFP, Clause No. 2.2.3 (B)	b. A Bidder / member of Consortium shall have: i. manufactured and supplied at least 100 electric buses in at least 1 (one) of the last 5 (five) financial years prior to the Bid Due Date; or ii. manufactured and supplied an aggregate of at least 300 (three hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date;	b. A Bidder / member of Consortium shall have: i. manufactured and supplied at least 100 electric buses in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date; or ii. manufactured and supplied an aggregate of at least 300 (three hundred) 12M electric buses in the last 5 (five) financial years prior to the Bid Due Date;	RFP conditions shall prevail
88.	Volume I, RFP, Clause No. 2.2.3 (D)	The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a similar 2 model homologation (100% battery operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.	The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a similar model (12M) homologation (100% battery operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.	RFP Conditions shall prevail
89.	Volume I, RFP, Clause No. 2.2.6	In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.	In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor/Chartered Accountant shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
90.	Volume I, RFP, Clause No.2.2.7	Certificate(s) from its statutory auditors specifying the Annual Turnover during the last 3 financial years and net worth of the Bidder, as at the close of the preceding financial year as per Appendix 10 & 11 shall be provided in support of their claim	Certificate(s) from its statutory auditors/ Chartered Accountant specifying the Annual Turnover during the last 3 financial years and net worth of the Bidder, as at the close of the preceding financial year as per Appendix 10 & 11 shall be provided in support of their claim	RFP Conditions shall prevail
91.	Volume I, RFP, Clause No. 2.2.14	The Bidders shall enclose with its bid, to be submitted as per the format at Appendix 1, the following: (i) Certificate(s) from its statutory auditors stating the annual turnover , during the past 3 years in respect to Clause 2.2.4 specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and (ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder , as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.14. (ii).	The Bidders shall enclose with its bid, to be submitted as per the format at Appendix 1, the following: (i) Certificate(s) from its statutory auditors/Chartered Accountant stating the annual turnover , during the past 3 years in respect to Clause 2.2.4 specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and (ii) Certificate(s) from its statutory auditors/Chartered Accountant specifying the net worth of the Bidder , as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.14. (ii).	RFP Conditions shall prevail
92.	Volume I, RFP, Clause No.2.14.1 (C)	The Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA shall only be the Digital Signatory. In other cases, the Bid shall be considered nonresponsive.	Request clarification	Please refer Corrigendum 2
93.	Volume I, RFP, Annex to Appendix 7	Annex to Appendix 7 - FORMATS FOR BOARD RESOLUTION Format 1 & Format 2	Kindly request you to delete the requirement of Board resolution format for 100% equity investment at the time of bid submission from the company/parent/associate etc.,	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
94.	Volume I, RFP, Appendix 10	Along with the above format, in a separate sheet, please provide details of computation of Net worth of last financial year duly certified by Statutory Auditor.	Along with the above format, in a separate sheet, please provide details of computation of Net worth of last financial year duly certified by Statutory Auditor/Chartered Accountant	RFP Conditions shall prevail
95.	Volume I, RFP, Appendix 11B	(To be on non-judicial stamp paper of appropriate value as per Stamp Act)	To be on Letter head of Chartered Engineer	Please refer Corrigendum 2
96.		(Signature and Stamp of statutory Auditors of Bidder / each Member of Bidding Consortium)	(Signature and Stamp of statutory Auditors/ Chartered Accountant of Bidder / each Member of Bidding Consortium)	RFP Conditions shall prevail
97.	Volume II, DCA, Clause No. 4.1.4	Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within 90 days from the date of this Agreement and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.	Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within 150 days from the date of this Agreement and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.	RFP Conditions shall prevail
98.	Volume II, DCA, Clause No. 5.1.7	The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 50 Buses or lower. This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations.	The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 50 Buses or lower. This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations.	Please refer Corrigendum 2
99.	Volume II, DCA, Clause No. 5.1.8	The Operator shall maintain minimum 5% of additional Buses as spare to ensure 100% availability of Fleet from the date of Lot COD of each Lot as per the Delivery Schedule.	The Operator shall maintain minimum 5% of additional Buses as spare to ensure 100% availability of Fleet from the date of Lot COD of each Lot as per the Delivery Schedule.	RFP Conditions shall prevail
100.	Volume II, DCA, Clause No. 6.1.2 (E)	(e) procure and provide to the Operator, electricity connections (at the available HT metering level, which for the avoidance of doubt may be a 11/22/33/66 kV connection) and power supply at 415 V only upto pillar of LT distribution transformer(s) at Maintenance Depots specified in Schedule-A for charging of the Buses and operation of the Charging Infrastructure, along	Request clarification:	It is clarified that 11kV Supply and New Connection is in the name of MTC.
			1. 11kV Supply and New Connection in the name of MTC? Please confirm.	
		2. From Sourcing station to the Depot Metering point, supply, Civil works, erection, testing, CEIG Approval and Commissioning is in the scope of MTC? Please Confirm.		

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		with all requisite permissions, approvals and licenses in relation to the utilisation by the Operator of such electricity connection. The maintenance of the electricity connections transformer up to 415 V at the locations of the Maintenance Depots shall be in the scope of Authority;		testing, CEIG Approval and Commissioning is in the scope of MTC.
			3. Supply, Civil works, erection, testing, CEIG Approval and Commissioning from metering point to transformers in the scope of MTC? Please Confirm.	It is clarified that. Supply, Civil works, erection, testing, CEIG Approval and Commissioning from metering point to transformer is in the scope of MTC.
			4. Supply, Civil works, erection, testing, CEIG Approval and Commissioning from transformer output to charger (Charging Station) in the scope of Operator? Please Confirm.	It is clarified that supply, Civil works, erection, testing, CEIG Approval and Commissioning from transformer output to charger (Charging Station) in the scope of Operator.
101.	Volume II, DCA, Clause No. 6.1.3 (D)	Civil infrastructure facilities that include security booths, office with adequate space, first-aid facility and rest room, canteen, spare parts store, effluent treatment plant ("ETP"), street light, depot yard lighting, septic tank, workshop sheds (for washing facilities, maintenance/ service pits @ 2 pits per 50 buses)	1. Request authority for a combined site visit to understand the infrastructure availability at each depot.	Date of site visit was communicated in the pre bid meeting. Further, an email to the potential bidders who attended the pre-bid meeting was sent communicating the date of site visit. The Site visit was arranged on 15th March 2024.
102.			2. If any changes required on the existing infrastructure (workshop, amenities, administrative block, office, restroom, canteen, spare parts room, service and maintenance pit) - Alteration or renovation will be in scope of MTC or Operator? Please confirm.	RFP conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
103.			3. The minimum depot infrastructure should be inclusive of Fire hydrant system as per Fire department, Automatic bus washer (1Nos. For upto 40Buses),	It is clarified that Maintenance Depot Infrastructure is inclusive of Fire hydrant system and is in the scope of Authority.
104.			4. The local govt approvals for civil and electrical construction works will be obtained by authority? Please confirm	It is clarified that approvals for civil and electrical construction works shall be in the scope of Authority. For further clarifications please refer Schedule C.
105.	Volume II, DCA, Clause No. 9.1.1	The Operator shall, for the performance of its obligations hereunder till the expiry of the Concession Period, provide to the Authority, on or prior to, the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 30 Crore (Rupees Thirty Crore) in the form set forth in Schedule-D (the "Performance Security") .	The Operator shall, for the performance of its obligations hereunder till the expiry of the Concession Period, provide to the Authority, on or prior to, the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to INR. 50000 per bus (Rupees Fifty Thousand per bus) in the form set forth in Schedule-D (the "Performance Security") .	Please refer Corrigendum 2
106.	Volume II, DCA, Clause No. 9.3.1	The Performance Security shall remain in force and effect during the Concession Period and shall be returned to the Operator within 60 (sixty) days from the date on which the Concession Period Expires or upon Termination of this Agreement due to an Authority Default within 120 (one hundred and twenty) days of the Termination Date, without any interest, subject to any deductions which may be made by the Authority in respect of any amounts due and payable by the Operator to the Authority in accordance with the terms of this Agreement.	The Performance Security shall remain in force and effect during the Concession Period, with an initial validity period of 3 years and extended upto the completion of concession period , and shall be returned to the Operator within 60 (sixty) days from the date on which the Concession Period Expires or upon Termination of this Agreement due to an Authority Default within 120 (one hundred and twenty) days of the Termination Date, without any interest, subject to any deductions which may be made by the Authority in respect of any amounts due and payable by the Operator to the Authority in accordance with the terms of this Agreement.	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
107.	Volume II, DCA, Clause No. 13.4.1	The Operator shall, within 30 (thirty) days from the date of issuance of LOA , provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator 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 Operator shall, within 60 (sixty) days from the date of signing of agreement , provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator 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	Please refer Corrigendum 2
108.	Volume II, DCA, Clause No. 13.6.1	The Operator shall, no later than 90 (ninety) days after the execution of this Agreement , procure and deliver a Prototype and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.	The Operator shall, no later than 180 (One Hundred and Eighty) days after the execution of this Agreement , procure and deliver a Prototype and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.	RFP conditions shall prevail
109.	Volume II, DCA, Clause No. 13.6.2	In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, the Authority may recover from the Operator an amount equal to 0.5% (zero point five per cent) of the Performance Security as Damages for each and every week, or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Performance Security.	In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, the Authority may recover from the Operator an amount equal to 0.25% (zero point five per cent) of the Performance Security as Damages for each and every week, or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 5% (Five per cent) of the Performance Security.	RFP Conditions shall prevail
110.	Volume II, DCA, Clause No. 13.9.1	In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.	In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.05 % (zero point zero five per cent) of the Performance Security per bus for each week of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
111.	Volume II, DCA, Clause No. 13.9.2	If the procurement of any Bus is delayed by a period exceeding 60 (sixty) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.	If the procurement of any Bus is delayed by a period exceeding 90 (Ninety) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.	RFP Conditions shall prevail
112.	Volume II, DCA, Clause No. 14.2.1	The Operator shall within 30 (thirty) days from the date of delivery of each respective Lot of Buses (as mentioned in the Delivery Schedule) comply with the following:	The Operator shall within 45 (Forty five) days from the date of delivery of each respective Lot of Buses (as mentioned in the Delivery Schedule) comply with the following:	RFP Conditions shall prevail
113.	Volume II, DCA, Clause No. 16.7	Clause to be included	In case of any damages to bus during installation/de-installation of advertisements, Authority shall bear all the expenses towards repairs	RFP conditions shall prevail. Clause 16.7.3 is abundantly clear on this matter.
114.	Volume II, DCA, Clause No. 20.1	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions in any month shall be capped at 5% of the Monthly Fees for that month.	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 5% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions in any month shall be capped at 3% of the Monthly Fees for that month.	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
115.	Volume II, DCA, Clause No. 22.1.2	<p>A. AC Bus Fee shall be calculated as follows: a) If the actual Bus Kilometers travelled by AC Buses is equal to aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated by multiplying the PK Fee AC Bus (INR [●]) with such actual Bus Kilometers b) If the actual Bus Kilometers travelled by AC Buses is less than the aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometers) + (PK Fee AC Bus * 75%* (Monthly Assured Kilometers – actual Bus Kilometers))</p>	<p>A. AC Bus Fee shall be calculated as follows: a) If the actual Bus Kilometers travelled by AC Buses is equal to aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated by multiplying the PK Fee AC Bus (INR [●]) with such actual Bus Kilometers b) If the actual Bus Kilometers travelled by AC Buses is less than the aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometers) + (PK Fee AC Bus * 100%* (Monthly Assured Kilometers – actual Bus Kilometers))</p>	RFP Conditions shall prevail
116.	Volume II, DCA, Clause No. 22.1.2	<p>c) If the actual Bus Kilometers travelled by AC Buses is more than the aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometers) + (PK Fee AC Bus * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))</p>	<p>c) If the actual Bus Kilometers travelled by AC Buses is more than the aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometers) + (PK Fee AC Bus * 85%* (actual Bus Kilometers - Monthly Assured Kilometers))</p>	RFP Conditions shall prevail
117.	Volume II, DCA, Clause No. 22.4.1	<p>The Parties agree that each of the respective PK Fee AC Bus and PK Fee Non AC Bus shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25)</p>	<p>The Parties agree that each of the respective PK Fee AC Bus and PK Fee Non AC Bus shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.15) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.35)</p>	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
118.	Volume II, DCA, Clause No. 22.5.2	The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc. post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in 22.5.2. The bidder shall raise invoice against the increase in input costs for electricity along with actual bills and supporting documents of the revised electricity cost on actual basis as part of monthly bills. Reconciliation of payment against the differential in electricity tariff to be done annually subject to allowed energy consumption as defined in 22.5.2.	<p>1. Any Increase/decrease (other than charging of buses) in electricity tariff and other costing like cess, tax & Fuel adjustment charges will be paid/deducted by authority? Please confirm.</p> <p>2. The Electricity connection shall be transferred to the operator for enabling the renewable energy for green energy.</p>	<p>Response to Point No. 1 Please refer Clause 22.5.3 of the Volume II of the RFP</p> <p>Response to Point No. 2 The Bidder's request is not agreed to.</p>
119.	Volume II, DCA, Schedule G, Point No. A & B	12m Non-AC Buses: Minimum 25% of the Quantity awarded as per the LOA: Within 8 weeks of Appointed Date	12m Non-AC Buses: Minimum 25% of the Quantity awarded as per the LOA: Within 3 months of Appointed Date	Please refer Corrigendum 2
120.	Volume II, DCA, Schedule G, Point No. A & B	12m Non-AC Buses : Minimum 75% of the Quantity awarded as per the LOA: Within 20 weeks of Appointed Date	12m Non-AC Buses : Minimum 75% of the Quantity awarded as per the LOA: Within 6 Months of Appointed Date	Please refer Corrigendum 2
121.	Volume II, DCA, Schedule G, Point No. A & B	12m Non-AC Buses: 100% of the Quantity awarded as per the LOA: Within 32 weeks of Appointed Date	12m Non-AC Buses: 100% of the Quantity awarded as per the LOA: Within 9 months of Appointed Date	Please refer Corrigendum 2
122.	Volume II, DCA, Schedule J	SCHEDULE-J : DEPLOYMENT PLAN Additionally, the Authority is require to present detailed bus operations schedule including details such as trip start time, trip end time, trip length, staff breaks and shift changes and other details to the operator to ensure planning and installation of chargers and allied downstream charging infrastructure for the operations of the provided schedules.	<p>1. Authority is requested to provide detailed route schedule to arrive No. of Chargers and peak load demand per location.</p> <p>2. Authority to confirm the opportunity charging locations other than the maintenance depot.</p> <p>3. Authority to confirm the buses operation and shift timings.</p> <p>4. Authority to clarify the No. of Buses per depot.</p>	It is clarified that the Deployment Plan shall be shared with the Operator in terms of Clause 4.1.3 (e) of the Concession Agreement

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
123.	Volume II, DCA, Schedule L	<p>The operator shall install the following list of equipment to ensure majority of the periodic and unscheduled maintenance activities are carried out at the maintenance depots. The equipment required to be installed at the depot must include the list of equipment provided below. The list is inclusive and not exhaustive and operator shall install additional tools/equipment to ensure maintenance activities of the bus may be undertaken at the depots.</p> <p>Simulators for driver training</p>	<p>MAINTENANCE DEPOTS EQUIPMENT (The maintenance depot equipment specified is only indicative and all equipment will be finalized based on the list recommended by OEM & service providers for bus O&M)</p>	<p>Please refer Corrigendum 2</p>
124.	Volume II, DCA, Schedule W	OEM Undertaking	Request deletion of Schedule W: OEM Undertaking	RFP Conditions shall prevail
125.	Volume II, DCA, Schedule AA, Point No. 3.2	<p>Battery Life: Battery to be used in mobility application upto 80% SoH. Operator to replace battery when SoH falls below 80%.</p>	<p>Meeting of operational schedules is the responsibility of Operator. Kindly request for deletion and consider as per OEM Design</p>	<p>RFP Conditions shall prevail</p>
126.	Volume II, DCA, Schedule AA, Point No. 3	Safety–Short circuit/ Over Temperature / Lightening Protection is mandatory.	Request to share the standards for Lightening protection.	RFP conditions shall prevail
127.	Volume II, DCA, Schedule AA, Point No. 13	<p>The minimum range on single charge: 200 kms (at 80% SoC) for 12 m bus</p> <p>duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate at GVW and additional AC load along with all system operations.</p> <p>Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 30 minutes (depot-in, depot-out basis or at any terminal).</p>	<p>The minimum range on single charge: 200 kms (at 80% SoC) for 12 m bus</p> <p>duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate at GVW and additional AC load along with all system operations.</p> <p>Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal).</p>	<p>Please refer Corrigendum 2</p>

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
128.	Volume II, DCA, Schedule AA, Point No. 16 (N)	Other Technical requirement As per AIS: 153, AIS: 052 Push button, Stop request button on alternate stanchion The push button of an alighting buzzers should be clearly visible: of adequate size, installed at 900 mm to 1200mm from the bus floor level and display information in Braille/raised numbers as well.	Other Technical requirement As per AIS: 153, AIS: 052 Push button, Stop request button on alternate stanchion The push button of an alighting buzzers should be clearly visible: of adequate size, installed at 900 mm to 1200mm from the bus floor level and display information in Braille/raised numbers as well.	RFP Conditions shall prevail
129.	Volume II, DCA, Schedule AA, Point No. 22.3 (B)	Battery cut off (Total Three) - One manual near driver seat - One electronic on driver Dashboard area - One manual at the rear compartment.	To be as per OEM design. Kindly request you to consider as per AIS 052	Please refer Corrigendum 2
130.	Volume II, DCA, Schedule AA, Point No. 23 (i.) 6	VLTD and Panic Button: (WITH CAN): Panic button for Each row of the seat	VLTD and Panic Button: (WITH CAN): Panic button as per AIS 140	Please refer Corrigendum 2
131.	Volume I, RFP, Clause No. 1.2	The Program is being implemented as a Program-for-Results (PforR) operation of the World Bank and involves financing of USD 150 Mn each from IBRD and AIIB, which shall be released by the banks upon achievement of disbursement linked results.	Pls provide details of the programs mentioned and if this financing is specifically for this tender, how will it be utilised for this tender and what are the milestones for release of funds under this financing	The clarification sought by the Bidder is not related to prepare its bid.
132.	Volume I, RFP, Appendix 14	Indigenization and component wise manufacturing and Origin information	Clarity on Indigenization. What % is required? Same is unclear in RFP	Please refer Corrigendum 2
133.	Volume I, RFP, Clause No. 2.2.10	The Bidder should have minimum average annual turnover of INR 50 crore (Rupees Fifty Crore) in the last 3 consecutive financial years immediately preceding the Bid Due Date	Request Authority to modify the financial criteria for aggregator and keep only the Networth requirement as qualifying criteria. Considering the Electric Mobility is a sunrise sector and turnover criteria shall not be there for Aggregator.	RFP Conditions shall prevail
134.	Volume I, RFP, Clause No. 2.1.12 (C)	the OEM or its Associate shall mandatorily hold minimum 26% shareholding in the Consortium and shall also continue to hold minimum 26% of the subscribed and paid-up equity share capital in the SPV created to implement the Project till the end/expiry of the Concession Period.	1. Mandatory shareholding of 26% by OEM to be removed. 2. AMC contract to be signed with OEM for concession period 3. Authority to have step in right	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
135.	Volume II, DCA, Clause No. 5.13 (C)	The Operator shall have to make payment to the driver's bank account through RTGS/NEFT mode only.	How will this be complied if the operator appoints a 3rd party for operating buses.	The Clause 5.13(C) is abundantly clear on the query. The same is reproduced below: <i>"The Operator or its sub-contractor shall have to make payment to the driver's bank account through RTGS/NEFT mode only."</i>
136.	Volume II, DCA, Clause No. 9.1.1	The Operator shall, for the performance of its obligations hereunder till the expiry of the Concession Period, provide to the Authority, on or prior to, the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 30 Crore (Rupees Thirty Crore)	Following Changes to provided - 1. Performance Security to be provided till expire of 1 year from COD 2. Amount of Performance security to be kept as 3% of Total Project Cost	Please refer Corrigendum 2
137.	Volume II, DCA, Article No. 10 and Schedule A		Following clauses are missing / not clear - 1. Location of maintenance and accident pit is missing and scope clarity is missing 2. Location for driver sitting area, offices, washroom, maintenance rooms and maintenance area are missing 3. Scope for backend infrastructure like supply and installation of HT panel, transformer, power connection, CEIG approval, liaison with DISCOM is not clear 4. Scope for civil infrastructure like flooring of the Depo is missing 5. Scope for creating a cable trench with aligned works from transformer yard to charger area is missing 6. Scope for charger shed is missing	1. It is clarified that maintenance and accident pit is in the scope of Authority. 2. It is clarified that driver sitting area, offices, washroom, maintenance rooms and maintenance area is in the scope of Authority. 3. It is clarified that backend infrastructure like supply and installation of HT panel, transformer, power connection, CEIG approval, liaison with DISCOM is in the scope of Authority. 4. It is clarified that civil infrastructure like flooring of

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
				<p>the Depo is in the scope of Authority.</p> <p>5. It is clarified that creating a cable trench with aligned works from transformer yard to charger area is in the scope of Authority.</p> <p>6. It is clarified that charger shed is in the scope of Authority.</p>
138.	Volume II, DCA, Clause No. Clause 16.4.7	In the event there is a need for change in the Operational Route of a Bus, the Operator shall inform the control centre established by the Authority for monitoring of all activities (“Control Centre”) and the same shall be tallied with the change in route length measured by the Intelligent Transit Management Systems (“ITMS”) installed by the Operator or the odometer reading at the end point of the route and the distance so measured shall be reckoned for the purpose of making payment to the Operator.	Who will establish the Control center and its pieces of equipment and manpower?	The Clause 16.4.7 is abundantly clear that control centre shall be established by the Authority. It is clarified that the manpower for the control centre shall be in the scope of Authority.
139.	Volume II, DCA, Clause No. 19.7	The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P (“Intelligent Transit System”, “ITS”) complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule - P. The Operator shall ensure integration of the data feed from ITS devices to the Centralized ITMS Platform. The Operator agrees that a failure to comply with its obligations under this Clause	OEM will provide only AIS-140 VTS and ITS hardware or OEM has to provide ITMS platform. Please clarify.	It is clarified ITMS platform shall be in the scope of Authority.

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		19.7 shall be deemed to be an Operator Default.		
140.	Volume II, DCA, Clause No. 20.8.2	The Operator shall keep backup for atleast 90 days of raw data and proper records of all data collected from the operation of the Buses from the Data Monitoring System, ITMS or any other systems installed, for the purposes of verification by the Authority.	<p>As per this requirement, Will OEM have to maintain their own ITMS platform. Need clarification.</p> <p>Only RAW data to be taken back up or processed MIS reports. Need Clarification on MIS report.</p> <p>Video footage backup not defined.</p>	<p>It is clarified ITMS platform shall be in the scope of Authority.</p> <p>The Clause is abundantly clear that back up of raw data shall be kept by the Operator.</p> <p>Please refer Corrigendum 2 for the CCTV back up period</p>
141.	Volume II, DCA, Clause No. 22.1.3		Bus Breakdown in between routes & passenger deboarded and Bus travelled back to depot. Those KM travelled (Breakdown to Depot) will be billed to authority.	RFP conditions shall prevail
142.	Volume II, DCA, Clause No. 22.1.4	The Operator agrees and acknowledges that a Bus Kilometer, for the purpose of payment of the Fee, shall not include any kilometer travelled by the Bus to any maintenance facilities, other than the Maintenance Depot, or for any travel not authorized by the Authority or not captured in the ITMS platform or otherwise not in accordance with the terms of this Agreement.	What will be the process of fee calculation in case Authority demands to deploy buses without plan or delay to upload monthly route/ scheudle plan by authority in central ITMS system.	RFP conditions shall prevail
143.	Volume II, DCA, Clause No. 22.1.5		Any vehicle travelled prior to COD date will be billed on actual KM and will not be considered in assured KM in future or any other calculation.	RFP Conditions shall prevail
144.	Volume II, DCA, Clause No. 22.1.5		COD of Buses Lots - contractual period will be extended according to COD of Lots instead of Contractual Expiry	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
145.	Volume II, DCA, Clause No. 22.1.6	In the event Bus Kilometers is not captured by ITMS on account of default of Authority or any other reason not in control of the Operator, the odometer reading of such fleet for the performed trips shall be referred for calculation of Bus Kilometer.	What will be the Odometer reading source. Need more clarifications. In the event of Bus KM not captured in ITMS due to Telecom service provider or Network non availability, the Billing should be take placed based on ODO meter readings available	RFP Conditions shall prevail
146.	Volume II, DCA, Clause No. 22.3		Assured KM will be calculated based each bus and billing will be done based on each bus KM or cumulative KM for the month of bus lot	RFP Conditions shall prevail
147.	Volume II, DCA, Clause No. 22.4	“Revision in PK Fee” will be calculated based on the formulae given below: PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25)	Fee to be escalated by 2% every year, in line with CESL tenders	RFP Conditions shall prevail
148.	Volume II, DCA, Clause No. 22.4		Revision of Fee from the date of signing of the agreement, if the buses are not operated than also price will be revised after 6 months and updated price will be applicable at the time of first billing. And WPI & CPI reference and price should be available with example	RFP Conditions shall prevail
149.	Volume II, DCA, Clause No. 22.4		In any case PK Fee will not be in reduce due to WPI & CPI reduce	RFP Conditions shall prevail
150.	Volume II, DCA, Clause No. 22.4		WPI & CPI - Getting updated later after 1-2 months, in that case price revision for monthly billing will take be taken place through supplementary invoices	RFP Conditions shall prevail
151.	Volume II, DCA, Clause No. 22.5		Current Tariff of Electricity to be provided of that state according to this agreement and example of calculation of rate per unit should be available for more understanding.	It is clarified that as on the date of issue of response to pre-bid queries the tariffs and charges are as follows: Industrial Tariff: Rs. 6.90 Fixed Charges: Rs.562 .00 per KVA/Month

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
				<p>Plus electricity Tax: 5%</p> <p>Peak Hour Charges: Extra 25 % (Time: 06.00 Hrs to 10.00 Hrs and 18.00 Hr to 22.00 Hrs)</p> <p>Night Hour Rebate: Less 5% (Time 22.00Hrs to 04.00Hrs)</p> <p>Monthly Meter Charges: Rs. 4460.00</p> <p>The aforesaid tariffs and charges are shared for information purposes only to the potential bidders for better understanding and to prepare their bids. The aforesaid rates may subject to change during the course of Bidding Process. The Authority accepts no liability of any nature resulting from any change in the aforesaid tariffs and charges.</p>
152.	Volume II, DCA, Definitions - Debt Due	Provided further that the Debt Due, on or after COD, shall in no case exceed 70% (seventy per cent) of the Total Project Cost.	To be removed in line with previous CESL tender	Please refer Article 43-Definitions; Definition of Debt Due
153.	Volume II, DCA, Schedule-C		the compliance requirement is specified for the operators. However, Depo will be constructed by the authority, hence all Statutory compliances like Depo FIRE NOC (fire hydrant, fire sprinkler, detection system), Electrical CEIG, PCB NOC, CTO, CTE would be in authority scope	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
154.	Volume II, DCA, Schedule - G	1. Minimum 25% - within 8 weeks of appointment date 2. Minimum 75% - within 20 weeks of appointment date 3. 100% - within 32 weeks of appointment date	1. Minimum 25% - within 20 weeks of appointment date 2. Minimum 75% - within 32 weeks of appointment date 3. 100% - within 48 weeks of appointment date	Please refer Corrigendum 2
155.	Volume II, DCA, Schedule - M		Waterfall mechanism for payment to be done by Operator. Further, why Authority is required to be party of supplementary escrow agreement ?	RFP Conditions shall prevail
156.	Volume II, DCA, Schedule-P, Annex-1 (viii)	ITS shall send data directly to Centralized ITMS server as per the communication protocol, data standard and message Architecture provided in Clause 3	Integration scope is not mentioned	RFP Conditions shall prevail Please refer clause 3 and 8 in Annex-1 of Schedule -P
157.	Volume II, DCA, Schedule-P, Annex-1 (ix)	Data from OEM server can also be accessed by Centralized ITMS server through API Integration as and when needed.	Integration scope is not mentioned	RFP Conditions shall prevail
158.	Volume II, DCA, Schedule-P, Annex-3	The following CAN parameters should be integrated to the on board IoT device/ITS and capable of transmitting data at a frequency of 30 sec to the centralized ITMS server.	Need more clarification on PID and DTC codes for EV buses. What will be the source device of these parameters? Will these parameters be communicated through AIS-140 VTS or MNVR ITS devices?	It is clarified that CAN parameters are provided in packets. The data need to be sent to Authority's centralized ITMS server for AIS 140 devices as well as MNVR ITS devices.
159.	Volume II, DCA, Schedule AA, Point No. 13	Charging Range - The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus	The minimum range on single charge: 180 kms (at 80% SoC)	RFP Conditions shall prevail. However, Volume II, DCA, Schedule AA, Point No. 13 is modified for the duration of time for opportunity charging. Please refer Corrigendum 2.
160.	Volume II, DCA, Schedule AA, Point No. 13	Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 30 minutes (depot-in, depot-out basis or at any terminal).	Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 60 minutes (depot-in, depot-out basis or at any terminal).	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
161.	Volume II, DCA, Schedule AA, Point No. 17.7 (E)	For wheelchair compatible buses: i. Total 36 numbers for 12-meter bus including wheelchair (35 seats + 1 wheelchair + Driver),	Please specify number of wheelchair compatible buses out of total 500 buses	It is clarified that number of wheelchair compatible buses shall be all the buses procured under the RFP.
162.	Volume II, DCA, Schedule AA, Guidelines for Communication between ITS Equipment and ITMS Backend, Point No. 2	The communication protocol will be as per TCP/IP communication protocol as per AIS140 for VLTD and panic button and for CCTV as per BIS 16833 standard.	Any further Govt portals integrations is needed since it is related with AIS 140 device. What if the packet size it bigger then expected?	It is clarified that other than Authority's server /platform AIS 140 devices will need to communicate to State backend or emergency response support system (ERSS) as required by AIS 140
163.	Volume II, DCA, Schedule AA, Guidelines for Communication between ITS Equipment and ITMS Backend, Point No. 3	Vehicle Location Packet/ Alerts These packets will be sent at configurable period time interval. Minimum is 5 seconds as per AIS140 standard.	Data frequency is defined as 30 Sec in some parts of CA and in this clause requirement is 5 Sec. Please specify. CAN and DTC code protocol format sample are not defined.	RFP conditions shall prevail. For further clarification please read below: CAN parameters should be integrated to the on board IoT device/ITS and capable of transmitting data at a frequency of 30 sec to the centralized ITMS server Vehicle Location Packet/ Alerts- These packet will be sent at configurable period time interval. Minimum is 5 seconds as per AIS140 standard.
164.	Volume I, RFP, Clause No. 2.2.3 (b)	Manufactured and supplied at least 100 electric buses in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date; or	Manufactured and supplied or in possession of LOA / work order for at least 100 electric buses in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date ; or	RFP Conditions shall prevail
165.	Volume I, RFP, Clause No. 2.2.3 (d)	The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a similar 2 model homologation (100% battery	The Bidder as a Bidder / a member of Consortium should have completed testing and certification of any 9 Mtr / 12 Mtr electric bus from government approved testing	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 198 government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time	agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time	
166.	Documents evidence to demonstrate technical capacity (Point 2.2.14 III -c)	Type-approval certificate and homologation certificate testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.	Type-approval certificate and homologation certificate testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time OR Bidder should submit the proof of application submitted for getting the type approval. OR should submit the type approval certificate at the time of delivery of buses.	Please refer Corrigendum 2. The query is addressed as a corrigendum to RFP Volume I- Appendix-13
167.	Volume II, DCA, Schedule AA, Introduction	12m 400mm Floor height AC Bus 12m 400mm Floor height Non AC Bus	Requested to change floor height to 400 / 650 /900 mm Floor height AC and Non AC Bus	RFP Conditions shall prevail
168.	Volume II, DCA, Schedule AA, Point No. 13	The minimum range on single charge:(i) 200 kms (at 80% SoC) for 12 m bus duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate at GVW and additional AC load along with all system operations. Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 30 minutes (depot-in, depot-out basis or at any terminal).	The minimum range on single charge:(i) 200 kms (at 80% SoC) for 12 m bus duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate at GVW and additional AC load along with all system operations. Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal).	Please refer Corrigendum 2
169.	Volume II, DCA, Schedule AA, Point No. 16 (A)	Ramp should be power operated and should meet the requirement as per AIS:153	Ramp should be power / manual operated and should meet the requirement as per AIS:153	Please refer Corrigendum 2
170.	Volume I, RFP, Appendix 14	1. Part 1 (comprises of 18 critical components) are mandated to be indigenized under P-45021/2/2017-PP (BE- II) dated 04th June 2020, Phased Manufacturing Program Guidelines by Ministry of heavy Industry. 2. Part 2 (03 components) are allowed for Import – Battery Cell, Thermal System, BMS, as directed	1. Part 1 Requested to clarify the percentage of Indigenization/ import content percentage for the components comes under part 1. 2. Part 2 (03 components) are allowed for Import – Battery pack should be allowed to import. 3. Part 3 Regarding the components mentioned in part 3 such as Brake system including ABS , Steering system ,	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		by Ministry of heavy Industry. 3. Part 3 (rest of the components) (27 Nos.), mandated to be indigenized for this tender as directed by Ministry of heavy Industry.	Ignition & Pump Suspension - what is percentage of import content allowed.	
171.	Volume II, DCA, Clause No. 5.1.7	The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 50 Buses or lower. This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations.	Requested that 1 brake down van for 1 depot should be sufficient & suggested to amend the clause accordingly.	Please refer Corrigendum 2
172.	Volume II, DCA, Clause No. 5.1.10	Operator shall have the right to prepare and monetize the carbon assets generated if any. This means that it shall have the right to register the project under any scheme launched by the Government of India in this regard and/ or voluntary market registries. The monetization of any carbon assets from the operations of the Buses and any carbon credits generated from bus operations during the Concession Period shall be attributable solely to the Operator.	Requested to give the clear provisions of Govt Scheme for carbon credit monetization so that the financial gains can be worked out.	The Clause is abundantly clear.
173.	Volume 1, RFP, Clause No. 1.2.6	This RFP has been prepared for the deployment of total of 400 (four hundred) 12 metres low floor (400mm) Non-AC & 100 (one hundred) 12 metres low floor (400mm) AC e-buses on GCC basis.	1.2.6 This RFP has been prepared for the deployment of total of 400 (four hundred) 12 metres low floor (400mm) Non-AC & 100 (one hundred) 12 metres low floor (400mm) AC e-buses on GCC basis. Remarks: Request to consider total fleet size of 500 buses to AC type. Instead of Non-AC	RFP conditions shall prevail
174.	Volume 1, RFP, Clause No. 1.2.6	Assured Kilometres per bus per day: 200 kms	Assured Kilometres per bus per day: 200 250 kms Remarks: Request to kindly consider	RFP conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
175.	Volume 1, RFP, Data Sheet, Point No. 5	Bid Security: INR 6,00,00,000/- (Six Crores Rupees Only) to be submitted in the form of Bank Guarantee.	5. Bid Security: INR 6,00,00,000/- (Six Crores Rupees Only) 50,000 per bus to be submitted in the form of Bank Guarantee with an initial validity of 5 years and same shall be extended before its expiry and shall be maintained valid through out contract period Remarks: Request to kindly consider	Please refer Corrigendum 2
176.	Volume 1, RFP, Clause No. 2.22.2	The Bid Security shall be in the form of an irrevocable Bank Guarantee issued by a Nationalized Bank or a Scheduled Bank in India, in favour of Authority, payable in Chennai branch as per the format set out in Appendix 2. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized Bank or a scheduled Bank in India is required	Request to provide in favour details and Bank account details for submitting EMD Remarks: Request to kindly provide the details	Please refer Corrigendum 2
177.		New clause to be added	Technical capacity: OEM qualification criteria: OEM should have completed deployment of at least one 12m Low-floor electric bus order to any STU in India as on bid due date. Remarks: Request to consider	RFP Conditions shall prevail
178.	Volume 1, RFP, Clause No. 2.2.3	d. The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a similar ² model homologation (100% battery operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.	d. The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a similar offered model homologation (100% battery operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time. Remarks: Request to consider	RFP Conditions shall prevail
179.	Volume 1, RFP, Clause No. 2.2.3 (e)	In case the Bidder is not able to provide type approval certificate and homologation as required under 2.2.14 (iii) (c) then the Bidder shall have to submit Self Declaration for Testing Certificate in terms of Appendix 13.	In case the Bidder is not able to provide type approval certificate and homologation as required under 2.2.14 (iii) (c) then the Bidder shall have to submit Self Declaration for Testing Certificate in terms of Appendix 13.	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
			Bidder having Type approval certificate having relevant experience shall be considered.	
180.	Volume 2, DCA, Clause No. 9.1.1	Performance Security: The Operator shall, for the performance of its obligations hereunder till the expiry of the Concession Period, provide to the Authority, on or prior to, the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 30 Crore (Rupees Thirty Crore)	Performance Security: The Operator shall, for the performance of its obligations hereunder till the expiry of the Concession Period, provide to the Authority, on or prior to, the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 30 Crore (Rupees Thirty Crore) 50,000 per Bus Remarks: Request to consider reduction on performance security @8.33 per annum	Please refer Corrigendum 2
181.	Volume 2, DCA, Clause No. 26.1.1	The Operator shall provide 2 (two) copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of its accounting year to which they pertain	The Operator shall provide 2 (two) copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of its accounting year to which they pertain Remarks: We request you to kindly consider. Operator shall ensure to submit the Audited Financial statements.	RFP Conditions shall prevail
182.	Volume 2, DCA, Clause No. 26.1.2	The Operator shall, within 90 (ninety) days of the close of each accounting year, furnish to the Authority its audited annual financial results, in the manner and form prescribed by the Securities and Exchange Board of India for publication of annual results by the companies listed on a stock exchange.	The Operator shall, within 90 (ninety) days of the close of each accounting year , furnish to the Authority its audited annual financial results, in the manner and form prescribed by the Securities and Exchange Board of India for publication of annual results by the companies listed on a stock exchange. Remarks: We request you to kindly consider. Operator shall ensure to submit the Audited Financial statements.	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
183.	Volume 2, DCA, Clause No. 5.9	Obligations relating to aesthetic quality The Operator shall engage a professional architect, town planner and consultants of repute for ensuring that the design of the Buses and Maintenance Depots meets the aforesaid aesthetic standards.	The Operator shall engage a professional architect, town planner and consultants of repute for ensuring that the design of the Buses and Maintenance Depots meets the aforesaid aesthetic standards. Remarks: We request you to kindly consider the suggested correction.	Please refer Corrigendum 2
184.	Volume 2, DCA, Clause No. 19.5.2	Failure to complete remedial measures INR 2500 per bus times the number of buses allocated to the specific depot	Failure to complete remedial measures INR <u>2500</u> 1000 per bus times the number of buses allocated to the specific depot Remarks: Request to consider. This helps in quoting the best possible quote.	RFP Conditions shall prevail
185.	Volume 2, DCA, Clause No. 41.2.3	redress complaints INR 2,500 per Bus such complaint applies to for each day.	redress complaints INR 1000 per Bus such complaint applies to for each day. Remarks: Request to consider. This helps in quoting the best	RFP Conditions shall prevail
186.	Volume 2, DCA, Clause No. 17.5.1	Damages for breach of Maintenance Obligations	Request you to kindly delete the clause Remarks: Request to consider.	RFP Conditions shall prevail
187.	Volume 2, DCA, Clause No.5.1.5	Power supply at 415 V only up to pillar of LT distribution transformer(s) shall be made available by the Authority ("Point of Supply"), the remaining power infrastructure upto the chargers will fall under the scope of Operator.	Power supply at 415 V only up to <u>pillar of LT distribution transformer(s)</u> Metering Room inside Depot premises shall be made available by the Authority ("Point of Supply"), the remaining power infrastructure upto the chargers will fall under the scope of Operator.	RFP Conditions shall prevail
188.	Volume 2, DCA, Clause No. 31.2.1	ARTICLE-31: SUSPENSION OF OPERATOR'S RIGHTS: During the period of Suspension, the Authority may, at its option and at the risk and cost of the Operator, remedy and rectify the cause of Suspension. The Authority shall be entitled to make deductions from the Fee for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and for incurring any expenses on Operation and Maintenance of	Kindly delete this clause because achieving Financial Closure is difficult. Remarks: Request to consider	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		Buses.		
189.	Volume 2, DCA, Clause No. 13.9.1	<p>Delay in Procurement 13.9.1 In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.</p> <p>13.9.2 If the procurement of any Bus is delayed by a period exceeding 60 (sixty) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.</p>	<p>Delay in Procurement 13.9.1 In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day week of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.</p> <p>13.9.2 If the procurement of any Bus is delayed by a period exceeding 60 (sixty) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.</p> <p>Remarks: Request to consider</p>	RFP Conditions shall prevail
190.	Volume 2, DCA, Clause No. 21.1.1	The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 days from the date of this Agreement	<p>The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 180 days from the date of this Agreement.</p> <p>Remarks: Request to consider</p>	RFP Conditions shall prevail
191.	Volume 2, DCA, Clause No. 5.1.8	Article 5 Obligations of the Operator 5.1.8 The Operator shall maintain minimum 5% of additional Buses as spare to ensure 100% availability of Fleet from the date of Lot COD of each Lot as per the Delivery Schedule.	<p>5.1.8 The Operator shall maintain minimum 5% of additional Buses as spare to ensure 100% 95% availability of Fleet from the date of Lot COD of each Lot as per the Delivery Schedule.</p> <p>Remarks: Request to consider</p>	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
192.	Volume 2, DCA, Clause No.16.7.5	16.7.5 The Authority shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.	16.7.5 The Authority Operator shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.	RFP Conditions shall prevail
193.	Volume 2, DCA, Clause No. 20.10	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions in any month shall be capped at 5% of the Monthly Fees for that month.	Request to consider total penalty capping for KPI's, Infractions and for any other penalties to be levied on Operator as a maximum of 5% Remarks: Request to consider	RFP Conditions shall prevail
194.	Volume 2, DCA, Clause No. 22.12 (b)	b) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * 75%* (Monthly Assured Kilometres – actual Bus Kilometres))	b) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula:AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * 75 100%* (Monthly Assured Kilometres – actual Bus Kilometres))	RFP Conditions shall prevail
195.	Volume 2, DCA, Clause No. 22.12 (c)	If the actual Bus Kilometers travelled by AC Buses is more than the aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula:AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometers) + (PK Fee AC Bus * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))	c) If the actual Bus Kilometers travelled by AC Buses is more than the aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometers) + (PK Fee AC Bus * 50 75%* (actual Bus Kilometers - Monthly Assured Kilometers)) Remarks: Request to consider	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
196.	Volume 2, DCA, Clause No. 22.4.1	<p>Revision of Fee: 22.4.1 The Parties agree that each of the respective PK Fee AC Bus and PK Fee Non-AC Bus shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25)</p>	<p>Revision of Fee: 22.4.1 <u>The Parties agree that each of the respective PK Fee AC Bus and PK Fee Non-AC Bus shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25)</u></p> <p>Revision of Fee shall be 2% from 2nd year onwards.</p> <p>Remarks: Request to consider</p>	RFP Conditions shall prevail
197.	Volume 2, DCA, Clause No. 6.1.3	<p>The following minimum depot infrastructure shall be provided by Authority:</p> <p>a) Proper drainage system at the depot to avoid stagnation of water.</p> <p>b) The depot pavement shall be concretized or blacktopped.</p> <p>c) Adequate parking area (approx. 150 sq.m. per bus including basic depot requirements, such as parking, workshops, staff amenities, administrative block, etc.) for parking of buses allocated to the depot and additional space for parking the spare Buses deployed by the Operator.</p> <p>d) Civil infrastructure facilities that include security booths, office with adequate space, first-aid facility and rest room, canteen, spare parts store, effluent treatment plant ("ETP"), street light, depot yard lighting, septic tank, workshop sheds (for washing facilities, maintenance/ service pits @ 2 pits per 50 buses).</p> <p>e) Boundary wall: approx. 2 m height with 0.6m railing.</p>	<p>During the depot survey we have observed that civil works are still pending at "Perambur Depot". As per the clause 6.1.3 you have to handover the depot with all amenities which are mentioned in this clause.</p> <p>Remarks: Request to consider</p>	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
198.	Volume 2, DCA, Clause No. 10.1	Site for the Maintenance Depots The site(s) for the Maintenance Depots shall comprise the real estate described in Schedule-A and in respect of which a license shall be provided and granted by the Authority to the Operator as a licensee under and in accordance with this Agreement (the "Depot Site(s)") in order for the Operator to carry out and perform its obligations under this Agreement. The Depot Site(s) as provided in Schedule A are indicative and may be increased to a maximum of 10 (Ten) Depot Sites based on the operational requirements including the Depot Sites provided in Schedule A.	As per the tender document you have mentioned only 06 depot locations but according to 10.1 clause it may be increased 10 10 depots. SO we request you to provide remaining 04 depot locations for understanding the depot facilities which are available. Remarks: Request to provide	Please refer Corrigendum 2
199.	Volume 2, DCA, Clause No. Schedule-C 1.2	Any civil and electrical work executed by the operator to support operations and maintenance of buses is required to be submitted to the Authority for approval. Post the approval of the Authority, the operator is required to identify the applicable permits required for execution of the works and fitments. The operator will be required to complete the applicable permission from the concerned state and local authorities with support in documentation and submission from the Authority. The cost of applicable permits is to be borne by the Operator.	The scope of construction permissions from state or local authorities will be in authority scope. Remarks: Request to consider	RFP Conditions shall prevail
200.	Volume 2, DCA, Clause No. 4.1.3	procured all the Operator Applicable Permits specified in Schedule-C required for the procurement of the Buses and the Fit Out Works, unconditionally or if subject to conditions, then, to the extent relevant, comply with all such conditions, such that the Operator Applicable Permits are and shall be kept in full force and effect as may be required under Applicable Laws;	The scope of construction permissions from state or local authorities will be in authority scope. Remarks: Request to consider	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
201.	Volume 2, DCA, Schedule AA, Point No. 3.5	Energy Consumption of e- Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average): 12 M AC: 1.3 kWh/km 12 M Non-AC: 1.1 kWh/km	3.5 h) Energy Consumption of e- Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average): For 12M AC: AIS 039 is done with AC in switched off condition For 12M Non-AC: AIS 039 is done with AC in switched off condition Remarks: 1. Request to consider as per AIS039/CMVR. 2. Testing will be done without AC as per AIS 039/CMVR	RFP Conditions shall prevail
202.	Volume 2, DCA, Schedule AA, Point No. 14.3	Wheel area clearance (mm): > 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.	Request to consider as per OEM Design Remarks: Request to consider	RFP Conditions shall prevail
203.	Volume 2, DCA, Schedule AA, Point No. 16	(A) wheel chair Boarding Devices: Ramp should be power operated and should meet the requirement as per AIS:153	(A) wheel chair Boarding Devices: Ramp should be power manually operated and should meet the requirement as per AIS:153 Remarks: Request to consider	Please refer Corrigendum 2
204.	Volume 2, DCA, Schedule AA, Point No. 27 (D)	Floor surface material: Minimum 15 mm thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest.	Floor surface material: Minimum 15 12 mm thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest. Remarks: Request to consider as per OEM design	RFP Conditions shall prevail
205.	Volume 2, DCA, Schedule AA, Point No. 23	ITS enabled bus: 7. Camera based Passenger Counters: At each door as per the specifications in Annexure 1 below	3D image cannot be provided Remarks: Request to delete the point	RFP Conditions shall prevail It is clarified that specification of Point 23 (7) provides reference to the Annexure 1 – specification and functionality. Point no. 1

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
206.	Volume 2, DCA, Schedule AA, Point No. 23	viii. Four hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hi- resolution CCTV cameras shall be installed each one at 'A' pillar facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger & fourth one in the exit door from the inside facing towards passenger compartment.	viii. Four hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hi-resolution CCTV cameras shall be installed <u>each one at 'A' pillar</u> facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger & fourth one in the exit door from the inside facing towards passenger compartment. Remarks: Request to consider as per OEM design	RFP Conditions shall prevail
207.	Volume 2, DCA, Schedule AA, Point No. 24.5	Stanchions: As Manufacturer design. MS tubing of 38 mm dia with sleeves, 3 mm thick/ powder coated Rest as per AIS:052	Stanchions: As Manufacturer design. MS tubing of min 38 mm dia with sleeves, 3 mm thick/ powder coated Rest as per AIS:052 Remarks: Request to consider as per OEM design	RFP Conditions shall prevail
208.	Volume 2, DCA, Schedule AA, Point No. 25 (A)	Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system. Window Guardrail: Minimum 3 nos. black powder coated side window guardrails of adequate strength shall be provided.	Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system. Window Guardrail: Minimum 3 nos. black powder coated side window guardrails of adequate strength shall be provided. Remarks: Request to consider 2 Guard Rails for Non-AC buses as per AIS 052	Please refer Corrigendum 2
209.	Volume 2, DCA, Schedule AA, Point No. 27 (B)	Demister: To be provided	Demister: To be provided to be made optional fitment Remarks: Request to consider	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
210.	Volume 2, DCA, Schedule AA, Point No. 13	The minimum range on single charge: 200 kms (at 80% SoC) for 12 m bus duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate at GVW and additional AC load along with all system operations. Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 30 minutes (depot-in, depot-out basis or at any terminal).	<p>The minimum range on single charge:</p> <p>Remarks: It is difficult to predict the real time Range at actual on-road condition from Range as per AIS 040.</p> <p>200 kms 275 kms (at 80% SoC) for 12 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate real time on road conditions at GVW and additional AC load along with all system operations.</p> <p>Remarks: Range at on-road conditions in real time helps the Authority in better scheduling the routes.</p> <p>Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 60 minutes (depot-in, depot-out basis or at any terminal).</p> <p>Remarks: For loss of kilometres due to the reasons not attributable to the Operator like traffic jams, power failure etc., Proportionate Opportunity shall be provided to cover the remaining schedules of the day.</p>	Please refer Corrigendum 2
211.	Volume 2, DCA, Schedule AA, Point No. 3.2	Battery Life: Battery to be used in mobility application upto 80% SoH. OEMs to replace battery when SoH falls below 80%.	<p>Request to delete this clause</p> <p>Remarks: Request to delete. Operator shall ensure to operate the total kilometre coverage as per RFP without effecting the schedules.</p>	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
212.	Volume 2, DCA, Schedule G	Minimum 25% of the Quantity awarded as per the LOA - Within 8 weeks of Appointed Date Minimum 75% of the Quantity awarded as per the LOA - Within 20 weeks of Appointed Date 100% of the Quantity awarded as per the LOA - Within 32 weeks of Appointed Date	Minimum 25% of the Quantity awarded as per the LOA - Within 8 weeks 3 months of Appointed Date Minimum 75% of the Quantity awarded as per the LOA - <u>Within 20 weeks</u> within 6 months of Appointed Date 100% of the Quantity awarded as per the LOA - <u>Within 32 weeks</u> within 9 months of Appointed Date Remarks: Request to consider	Please refer Corrigendum 2
213.	Volume 2, DCA, Schedule AA, Point No. 23 (i)	(5) eSIM MNVR	We can provide plastic sim instead of Esim Remarks: Request to consider	RFP Conditions shall prevail
214.	Volume 2, DCA, Clause No. 4.4	4.4 Damages for delay by the Operator (a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Condition Precedent specified in Clause 4.1.2 and where such delay impacts the Operator's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable	4.4 Damages for delay by the Operator (a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for <u>each day's per week</u> for delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Condition Precedent specified in Clause 4.1.2 and where such delay impacts the Operator's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the relevant Conditions Precedent specified in Clause	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.2.	4.1.2.	
215.	Volume 2, DCA, Clause No. 4.5	Deemed Termination upon delay Without prejudice to the provisions of Clauses 4.2, 4.3 and 4.4 and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 400 (four hundred) days of the date of this Agreement or any other mutually extended period agreed by the Parties, all rights, privileges, claims and entitlements of the Operator under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Operator, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties.	4.5 Deemed Termination upon delay Without prejudice to the provisions of Clauses 4.2, 4.3 and 4.4 and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before within 400 (four hundred) days of the date of this Agreement or any other mutually extended period agreed by the Parties, all rights, privileges, claims and entitlements of the Operator under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Operator, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties.	Please refer Corrigendum 2
216.	Volume 2, DCA, Clause No. 19.7	The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P ("Intelligent Transit System", "ITS") complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule - P. The Operator shall ensure integration of the data feed from ITS devices to the Centralized ITMS Platform. The Operator agrees that a failure to comply with its obligations under this Clause 19.7 shall be deemed to be an Operator Default.	The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P ("Intelligent Transit System", "ITS") complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule -P. The Operator shall ensure integration of the data feed from ITS devices to the Centralized ITMS Platform. The Operator agrees that a failure to comply with its obligations under this Clause 19.7 shall be deemed to be an Operator Default.	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
			Remarks: Request to delete the requested clause	
217.	Volume 2, DCA, Clause No. 20.3.7	The Operator shall make the Buses available at the prescribed locations mentioned in the Deployment Plan along with driver about 15 minutes before the scheduled turn out operation on all days.	20.3.7 The Operator shall make the Buses available at the prescribed locations mentioned in the Deployment Plan along with driver about 15 5 minutes before the scheduled turn out operation on all days. Remarks: Request to consider	RFP Conditions shall prevail
218.	Volume 2, DCA, Clause No. 12.5.2	In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless such failure has occurred due to a Delay Event, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	12.5.2 In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless such failure has occurred due to a Delay Event, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day each week of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof. Remarks: Request to consider	RFP Conditions shall prevail
219.	Volume I, RFP, Clause No. 2.1.18	In case the Bidder is a single entity and is notified as the Successful Bidder under the provisions of this RFP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle incorporated as a subsidiary Company of the Successful Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013,	2.1.18 In case the Bidder is a single entity and is notified as the Successful Bidder under the provisions of this RFP, it has the option of it shall form SPV for executing the Agreement and implementing the Project through a Special Purpose Vehicle incorporated as a subsidiary Company of the Successful Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession	Please refer Corrigendum 2

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
		before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be an immediate subsidiary of the Successful Bidder, without any intermediaries involved.	Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be an immediate subsidiary of the Successful Bidder, without any intermediaries involved. Remarks: This clause shall be inline with clause 2.1.12. Request to consider.	
220.	Volume I, RFP, Clause 2.2.14	To demonstrate manufacturing capacity in terms of 2.2.3 (c), certificate from a Chartered Engineer certifying production capacity and an Affidavit in terms of Appendix 12 as a proof of manufacturing capacity available with the OEM.	We have an existing certificate from chartered engineer certifying our production capacity in slightly different format. We request you to allow us to submit the same with self-declaration as per the APPENDIX 11B Remarks: Request to consider	Please refer Corrigendum 2
221.	Volume 2, DCA, Clause 9.2.2	Upon any encashment and appropriation from the Performance Security by the Authority in accordance with the terms of the Agreement, the Operator shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Operator shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 32.	9.2.2 Upon any encashment and appropriation from the Performance Security by the Authority in accordance with the terms of the Agreement, the Operator shall, within 15 (fifteen) 45 days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Operator shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 32. Remarks: Request to consider	RFP Conditions shall prevail
222.	Volume II, DCA, Clause 17.7	SCHEDULE-V : Liquidated damages payable by the operator	Request to consider capping of liquidated damages under schedule-V @ 5% of the performance security. Remarks: This helps authority in achieving lowest per km cost.	RFP Conditions shall prevail

Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)

S. No.	Reference Clause No	Existing Provision in RFP	Comments from Bidders	MTC Response
223.	Volume 1, RFP, Clause No. 2.2.10	<p>Alternative 1 Average Annual Turnover The Bidder should have minimum average annual turnover of INR 50 crore (Rupees Fifty Crore) in the last 3 consecutive financial years immediately preceding the Bid Due Date</p>	<p>Alternative 1 Average Annual Turnover The Bidder should have minimum average annual turnover of INR 5035 crore (Rupees Fifty Crore) in the last 3 consecutive financial years immediately preceding the Bid Due Date</p> <p>Remarks: Request to consider</p>	RFP Conditions shall prevail