

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)
Corrigendum No. II dated: 03.05.2024 to RFP Document

| Sr.No. | Reference Clause/ Para | Earlier Clause | Modified Clause |
|--------|------------------------------------|---|--|
| 1. | RFP Volume I Section 6.4 | This activity is financed by the World Bank and Bidders/Suppliers/Contractors/Consultants are required to comply with the applicable Guidelines (available at the following link): https://ppfdocuments.azureedge.net/3682.pdf | This activity is associated to a Program supported by financing from the World Bank and Bidders/Suppliers/Contractors/Consultants are required to comply with the applicable Guidelines (available at the following link): https://ppfdocuments.azureedge.net/3682.pdf |
| 2. | Appendix 14 | | Refer Annex 1 to this document. |
| 3. | RFP Volume II DCA Clause 5.1.14 | This activity is financed by the World Bank and Bidders/Suppliers/Contractors are required to comply with the applicable Guidelines (available at following link): https://ppfdocuments.azureedge.net/3682.pdf | “This activity is associated to a Program supported by financing from the World Bank and Bidders/Suppliers/Contractors/Consultants are required to comply with the applicable Guidelines (available at the following link): https://ppfdocuments.azureedge.net/3682.pdf |
| 4. | RFP Volume II DCA Clause 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. | 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. 15 Crore (Rupees Fifteen Crore only) 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. |
| 5. | Schedule AA | New Point no. 17 added to Notes to Schedule AA | The batteries shall be picked-up, transported and processed according to international good practices in all related fields, including fire safety, road safety and occupational health and safety. All batteries shall undergo a state-of health assessment with a view to determine their reuse/repurposing potentials. Batteries, battery modules and battery cells found suitable for reuse/repurposing shall be used accordingly. Batteries, battery modules and battery cells found unsuitable for reuse/repurposing shall be recycled. Recycling |

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| | | | is to be conducted in-line with international good practices and with the aim to effectively prevent emissions of hazardous substances, recover embedded raw materials and reduce waste volumes for disposal. The applied recycling processes shall at least achieve a recycling efficiency of 50% (at least 50% of the mass of the battery is recycled) and enable the recovery of copper, cobalt and nickel. All conducted steps shall be conducted in full compliance with applicable national land international laws and regulations. The operator taking over the batteries shall submit evidence for compliance with the requirements above. |
| 6. | RFP Volume II DCA Clause 32.3.1 | <p>Upon Termination on account of an Operator Default after COD, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to:</p> <p>a.90% (ninety per cent) of the Debt Due less Insurance Cover; and b.70% (seventy per cent) of the amount representing the Additional Termination Payment.</p> <p>Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due.</p> <p>Provided further that, in computing the Termination Payment due to the Operator, the Authority shall deduct an amount equal to any Subsidy and Government Fiscal Assistance received by the Operator from the Authority. Further, upon Termination on account of an Operator Default prior to the Lot COD of the first Lot of Buses, the Authority shall have the right to take over the Fit Out Works in progress.</p> | <p>Upon Termination on account of an Operator Default after COD, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to:</p> <p>a.90% (ninety per cent) of the Debt Due less Insurance Cover; and b.70% (seventy per cent) of the amount representing the Additional Termination Payment.</p> <p>Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due.</p> <p>Provided further that, in computing the Termination Payment due to the Operator, the Authority shall deduct an amount equal to any subsidy and Government Fiscal Assistance received by the Operator from the Authority. Further, upon Termination on account of an Operator Default prior to the Lot COD of the first Lot of Buses, the Authority shall have the right to take over the Fit Out Works in progress in which case it shall pay to the Operator an amount equal to actual capital cost of the Fit Out Works completed by the Operator up until the date of Termination as verified by Authority.</p> |
| 7. | RFP Volume I Section 2.1.12 | The Successful Bidder shall incorporate Special Purpose Company in terms of Clause 2.1.18 or Clause 2.1.19 as the case may be, incorporated under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall comply with the following additional requirements: | The Successful Bidder, if single entity, shall have the option to incorporate Special Purpose Company in terms of Clause 2.1.18 or in case the Successful Bidder is a Consortium then such Successful Bidder shall have to incorporate Special Purpose Company in terms of Clause 2.1.19 as the case may be, incorporated under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession |

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|---------|---------------------------------|---|--|-------------|-----------------|--------------------------------|---|------------------|--|----------------------------------|--|---------|-------------|-----------------|--------------------------------|---|------------------|--|--|
| | | | Agreement and implement the Project. In case the Bidder is a Consortium, it shall comply with the following additional requirements: | | | | | | | | | | | | | | | | |
| 8. | RFP Volume II DCA Clause 4.5 | 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. Provided, however, that in the event the delay in occurrence of the Appointed Date is on account of the Authority failing to fulfil its Conditions Precedent, the Authority shall return the Performance Security submitted by the Operator subject to the Operator having paid in full any amounts due and payable by it to the Authority as on the date of termination. Further, in the event the delay in occurrence of the Appointed Date is on account of the Operator failing to fulfil its Conditions Precedent, the Authority shall encash the Performance Security submitted by the Operator. | 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, 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. Provided, however, that in the event the delay in occurrence of the Appointed Date is on account of the Authority failing to fulfil its Conditions Precedent, the Authority shall return the Performance Security submitted by the Operator subject to the Operator having paid in full any amounts due and payable by it to the Authority as on the date of termination. Further, in the event the delay in occurrence of the Appointed Date is on account of the Operator failing to fulfil its Conditions Precedent, the Authority shall encash the Performance Security submitted by the Operator. | | | | | | | | | | | | | | | | |
| 9. | Volume II Schedule G | <p>A. Delivery Schedule for Non-AC Buses</p> <table border="1" data-bbox="490 1169 1294 1380"> <thead> <tr> <th data-bbox="490 1169 575 1257">Lot No.</th> <th data-bbox="575 1169 719 1257">Type of Bus</th> <th data-bbox="719 1169 976 1257">Number of Buses</th> <th data-bbox="976 1169 1294 1257">Timeline for delivery of Buses</th> </tr> </thead> <tbody> <tr> <td data-bbox="490 1257 575 1380">1</td> <td data-bbox="575 1257 719 1380">12m Non-AC Buses</td> <td data-bbox="719 1257 976 1380">Minimum 25% of the Quantity awarded as per the LOA</td> <td data-bbox="976 1257 1294 1380">Within 8 weeks of Appointed Date</td> </tr> </tbody> </table> | Lot No. | Type of Bus | Number of Buses | Timeline for delivery of Buses | 1 | 12m Non-AC Buses | Minimum 25% of the Quantity awarded as per the LOA | Within 8 weeks of Appointed Date | <p>A. Delivery Schedule for Non-AC Buses</p> <table border="1" data-bbox="1350 1169 2085 1380"> <thead> <tr> <th data-bbox="1350 1169 1435 1257">Lot No.</th> <th data-bbox="1435 1169 1568 1257">Type of Bus</th> <th data-bbox="1568 1169 1845 1257">Number of Buses</th> <th data-bbox="1845 1169 2085 1257">Timeline for delivery of Buses</th> </tr> </thead> <tbody> <tr> <td data-bbox="1350 1257 1435 1380">1</td> <td data-bbox="1435 1257 1568 1380">12m Non-AC Buses</td> <td data-bbox="1568 1257 1845 1380">Minimum 25% of the Quantity awarded as per the LOA</td> <td data-bbox="1845 1257 2085 1380">Within 3 months of Appointed Date</td> </tr> </tbody> </table> | Lot No. | Type of Bus | Number of Buses | Timeline for delivery of Buses | 1 | 12m Non-AC Buses | Minimum 25% of the Quantity awarded as per the LOA | Within 3 months of Appointed Date |
| Lot No. | Type of Bus | Number of Buses | Timeline for delivery of Buses | | | | | | | | | | | | | | | | |
| 1 | 12m Non-AC Buses | Minimum 25% of the Quantity awarded as per the LOA | Within 8 weeks of Appointed Date | | | | | | | | | | | | | | | | |
| Lot No. | Type of Bus | Number of Buses | Timeline for delivery of Buses | | | | | | | | | | | | | | | | |
| 1 | 12m Non-AC Buses | Minimum 25% of the Quantity awarded as per the LOA | Within 3 months of Appointed Date | | | | | | | | | | | | | | | | |

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|--------|------------------------|-----------------------------------|------------------|--|-----------------------------------|-----------------------------------|------------------|--|-----------------------------------|
| | | 2 | 12m Non-AC Buses | Minimum 75% of the Quantity awarded as per the LOA | Within 20 weeks of Appointed Date | 2 | 12m Non-AC Buses | Minimum 75% of the Quantity awarded as per the LOA | Within 6 months of Appointed Date |
| | | 3 | 12m Non-AC Buses | 100% of the Quantity awarded as per the LOA | Within 32 weeks of Appointed Date | 3 | 12m Non-AC Buses | 100% of the Quantity awarded as per the LOA | Within 9 months of Appointed Date |
| | | B. Delivery Schedule for AC Buses | | | | B. Delivery Schedule for AC Buses | | | |
| | | Lot No. | Type of Bus | Number of Buses | Timeline for delivery of Buses | Lot No. | Type of Bus | Number of Buses | Timeline for delivery of Buses |
| | | 1 | 12m AC Buses | Minimum 25% of the Quantity awarded as per the LOA | Within 8 weeks of Appointed Date | 1 | 12m AC Buses | Minimum 25% of the Quantity awarded as per the LOA | Within 3 months of Appointed Date |
| | | 2 | 12m AC Buses | Minimum 75% of the Quantity awarded as per the LOA | Within 20 weeks of Appointed Date | 2 | 12m AC Buses | Minimum 75% of the Quantity awarded as per the LOA | Within 6 months of Appointed Date |
| | | 3 | 12m AC Buses | 100% of the Quantity awarded as per the LOA | Within 32 weeks of Appointed Date | 3 | 12m AC Buses | 100% of the Quantity awarded as per the LOA | Within 9 months of Appointed Date |

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| 10. | RFP Volume II DCA Clause 10.1 | 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 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. In the event of Change of Scope Order in terms of Article 15 the Authority may allocate additional Depot Site(s) for such Change of Scope Order subject to provisions of Clause 10.3.5. |
| 11. | RFP Volume II DCA Clause 5.9 | The Operator shall maintain a high standard in the appearance and aesthetic quality of the Buses, the Maintenance Depot and the Project as a whole and achieve integration of the Buses, Maintenance Depots and Charging Infrastructure with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. 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 ensure that aesthetic design of buses is gender neutral and disabled-friendly for persons with disability. | The Operator shall maintain a high standard in the appearance and aesthetic quality of the Buses, the Maintenance Depot and the Project as a whole and achieve integration of the Buses, Maintenance Depots and Charging Infrastructure with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The operator shall ensure that aesthetic design of Buses, the installations carried out by the Operator in the Maintenance Depot are as per Good Industry Practice and design standards and are gender neutral and disabled-friendly for persons with disability. |
| 12. | RFP Volume I RFP Appendix 11B | To be on non-judicial stamp paper of appropriate value as per Stamp Act | To be on the Letter Head of the Bidder/Lead Member of Consortium |
| 13. | RFP Volume II DCA Schedule L Point no. 3 | [Effluent Treatment Plant (ETP)] (if not already available at depot) | Point no. 3 Deleted |
| 14. | RFP Volume II 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. | 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. |

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| | | 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 45 minutes (depot-in, depot-out basis or at any terminal). |
| 15. | RFP Volume II DCA Clause 4.4 (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 specified in Clause 4.1.2. | 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 20% (twenty percent) of the Performance Security , and 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. |
| 16. | RFP Volume II DCA Clause 22.3.1 | The Authority agrees that the Deployment Plan shall ensure the average Bus Kilometres scheduled in each month, commencing from the end of the First month of the Contract Year will be no less than 200 kilometres per bus per day for such month, the monthly assured bus kilometers shall be calculated as the number of days in a month multiplied by the number of days in such month (the "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. For the first month, the Monthly Assured Bus Kilometres for each Bus shall be calculated on a pro rata basis for the number of days each Bus has been put into Commercial Service during the period commencing from the Lot COD of such Bus and expiring at the end of the first month of the Contract Year. Notwithstanding anything to the | The Authority agrees that the Deployment Plan shall ensure the average Bus Kilometres scheduled per Bus in each month, commencing from the end of the First month of the Contract Year will be no less than 6000 (the "Monthly Assured Bus Kilometers" for respective Lot). For the first month, the Monthly Assured Bus Kilometres for each Bus shall be calculated on a pro rata basis for the number of days each Bus has been put into Commercial Service during the period commencing from the Lot COD of such Bus and expiring at the end of the first month of the Contract Year. Notwithstanding anything to the contrary, for any Buses which are procured and put into Commercial Service after the end of the first month of the Contract Year, the Monthly Assured Bus Kilometers for each such Bus for that Contract Year shall be calculated on a pro rata basis for the number of days such Bus has been in Commercial |

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| | | contrary, for any Buses which are procured and put into Commercial Service after the end of the first month of the Contract Year, the Monthly Assured Bus Kilometers for each such Bus for that Contract Year shall be calculated on a pro rata basis for the number of days such Bus has been in Commercial Service during the period commencing from the Lot COD of such Buses and expiring at the end of that respective month. | Service during the period commencing from the Lot COD of such Buses and expiring at the end of that respective month. |
| 17. | RFP Volume I RFP Clause 2.1.12 (h)(iv) | commit that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period commencing from the commercial operation date of the Project till the expiry of the Concession Agreement entire Concession Period hold minimum 26% subscribed and paid-up equity share capital in the SPV and include a statement to the effect that all members of the Consortium , shall be liable jointly and severally for all obligations of the Operator in relation to the Project, in accordance with the Concession Agreement; and | commit that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period commencing from the commercial operation date of the Project till the expiry of the Concession Agreement hold minimum 26% subscribed and paid-up equity share capital in the SPV and include a statement to the effect that all members of the Consortium , shall be liable jointly and severally for all obligations of the Operator in relation to the Project, in accordance with the Concession Agreement; and |
| 18. | RFP Volume I RFP Clause 3.4.4 | In case of the Price Bid of the Preferred Bidder is found seriously imbalanced by Authority in relation to the Market Rate or its Internal Estimate or Industry Practice, the Authority shall be entitled to solicit, at its discretion, detailed price analysis for any or all items specified in Price Bid, from the Preferred Bidder and/or all Bidders to demonstrate the internal consistency of those prices. Market Rate” shall mean prevailing Per Km rate for the Urban buses with similar quality and specifications anywhere in India. “Internal Estimate” shall mean per km rate prepared by Authority through its internal estimates. “Good Industry Practice” shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced bus operator engaged in city bus operations anywhere in India. In case of the Price Bid of the Preferred Bidder, which is unrealistically lower or unrealistically higher than internal estimate or market rate or Good Industry Practice and which could not be | In case of the Price Bid of the Preferred Bidder is found seriously imbalanced by Authority in relation to its Internal Estimate or Industry Practice, the Authority shall be entitled to solicit, at its discretion, detailed price analysis for any or all items specified in Price Bid, from the Preferred Bidder and/or all Bidders to demonstrate the internal consistency of those prices. “Internal Estimate” shall mean per km rate prepared by Authority through its internal estimates. “Good Industry Practice” shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced bus operator engaged in city bus operations of electric buses anywhere in India. In case of the Price Bid of the Preferred Bidder, which is unrealistically lower or unrealistically higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder then provisions of Clause 3.4.5 shall apply. |

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| | | substantiated satisfactorily by the bidder, may be rejected as nonresponsive. | |
| 19. | RFP Volume II DCA Clause 5.1.15 | New Clause Added | The Operator shall ensure that provisions are made for safety of women at Maintenance Depots, including sufficient lighting, street lighting, and visibility. The Operator shall also ensure that separate washrooms are provided for women at the Maintenance Depots. |
| 20. | RFP Volume II 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 | Wheel chair Boarding Devices- Ramp mechanism to allow wheel chair entry and power operated / manually operated mechanism should meet the requirement as per AIS:153. |
| 21. | RFP Volume II DCA Schedule AA Point no. 25 (A) | AC Buses -Fixed (Pasted) glass windows. Non AC Buses : a. 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. b. Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system. c. Window Guardrail: Minimum 3 nos. black powder coated side window guardrails of adequate strength shall be provided. | AC Buses -Fixed (Pasted) glass windows. Non AC Buses : a The window shall be in two-piece design with flat and sliding window glasses. Top 1/3rd fixed and bottom 2/3rd will be sliding The toughened glass wherever used in the body shall be 4.8 mm to 5.3 mm thick. b Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system. c Window Guardrail: Minimum 2 Guard Rails as per AIS 052 black powder coated side window guardrails of adequate strength shall be provided. |
| 22. | RFP 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 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). | 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 45 minutes (depot-in, depot-out basis or at any terminal). |
| 23. | RFP Volume II DCA Schedule | Demister - To be provided | Demister - Optional fitment |

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| | AA Point no. 27 (B) | | |
| 24. | RFP 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. | Electrically propelled system design: “Code of practice for Electric Propulsion System” performance as per AIS:038 & AIS:049. |
| 25. | RFP 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, Wifi for data transfer). Real-time feed enabled at DDU and provision for integration with central ITMS system of authority. | 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 minimum 2-megapixel camera , SSD hard disc, 4G/5G, Wifi for data transfer). Real-time feed enabled at DDU and provision for integration with central ITMS system of authority. |
| 26. | RFP Volume II DCA Article 5.5.3 | 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 Applicable Laws for undertaking their respective functions as provided in Article 23 of this Agreement.. | 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 Applicable Laws for undertaking their respective functions under this Agreement. |
| 27. | RFP Volume II DCA Article 5.5.2 | The Operator shall, notwithstanding its obligations contained herein for employment and training of staff, undertake capacity building training and workshops for the Operations and Maintenance of the Buses and Maintenance Depots and other infrastructure, as may be directed by the Authority and in accordance with Article 23 hereto. Operator shall develop and provide trainings on workers' code of conduct, which sets out the standard of behaviour for employees of the Operator to follow. | The Operator shall, notwithstanding its obligations contained herein for employment and training of staff, undertake capacity building training and workshops for the Operations and Maintenance of the Buses and Maintenance Depots and other infrastructure, as may be directed by the Authority. Operator shall develop and provide trainings on workers' code of conduct, which sets out the standard of behavior for employees of the Operator to follow. |
| 28. | RFP Volume II DCA Schedule L Point no. 2, 8, 9 and 10 | 2. Fully automatic three brushes bus washing machine with simultaneous chassis and wheel washing arrangement and complete with waste water treatment and recycling system 8. Lathe machine complete with general tools, jigs and fixtures 9. Radial drilling machine 10. Brake drum turning / re-boring machine | 2. Fully automatic two /three brushes bus washing machine with simultaneous chassis and wheel washing arrangement 8. Lathe machine complete with general tools, jigs and fixtures (optional) 9. Radial drilling machine (optional) 10. Brake drum turning / re-boring machine (optional) |
| 29. | RFP Volume II DCA Schedule N | a. Must be a holder of a valid driving license in accordance with Applicable Laws for at least [*] years preceding the date of employment; (the Operator to submit copies of the licenses of all such drivers appointed by it to the Authority for its record); | a. Must be a holder of a valid driving license in accordance with Applicable Laws for at least 2 years preceding the date of employment; (the Operator to submit copies of the licenses of all such drivers appointed by it to the Authority for its record); |

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|---------------------------|---|--|---|---------------------------|--------------------------------------|--|-------------|----|------|--------------|----|------|------------|----|------|-------------|----|------|
| | | c. Should possess minimum [•] years' experience of driving heavy transport vehicles in India; e. Should not have any pending cases related to fatal accidents or traffic fines due or have his/her license suspended at any time during the last [•] years preceding Effective Date; | c. Should possess minimum 2 years' experience of driving heavy transport vehicles in India; e. Should not have any pending cases related to fatal accidents or other criminal activities due or have his/her license suspended at any time during the last 3 years preceding date of employment ; and | | | | | | | | | | | | | | | |
| 30. | RFP Volume I RFP Clause 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. For the avoidance of any doubt, 'Scheduled Bank' shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. | 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 (complete details mentioned below) 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. For the avoidance of any doubt, 'Scheduled Bank' shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. Following mentioned are the bank details of the Authority: Bank Name : Indian Overseas Bank Branch : Cathedral Branch Account No. 010902000000407 IFSC Code : IOBA0000109 MICR Code: 600020002 Address : No.762, Anna Salai, Chennai- 600 002 | | | | | | | | | | | | | | | |
| 31. | RFP Volume II DCA Schedule A New point mentioning number of Depots along with indication Depot parking capacity for Electric Vehicles has been added as | | 1.3 The List of Maintenance Depots and its respective indicative capacity based on the operational requirement is as follows: <table border="1"> <thead> <tr> <th>Name of Maintenance Depot</th> <th>Indicative Capacity (No. of e-buses)</th> <th>Depot Area (approx.) earmarked for GCC operations (in Acres)</th> </tr> </thead> <tbody> <tr> <td>Perumbakkam</td> <td>80</td> <td>3.82</td> </tr> <tr> <td>Tondairpet-1</td> <td>80</td> <td>3.90</td> </tr> <tr> <td>Perambur-2</td> <td>70</td> <td>3.94</td> </tr> <tr> <td>Poonamallee</td> <td>80</td> <td>4.00</td> </tr> </tbody> </table> | Name of Maintenance Depot | Indicative Capacity (No. of e-buses) | Depot Area (approx.) earmarked for GCC operations (in Acres) | Perumbakkam | 80 | 3.82 | Tondairpet-1 | 80 | 3.90 | Perambur-2 | 70 | 3.94 | Poonamallee | 80 | 4.00 |
| Name of Maintenance Depot | Indicative Capacity (No. of e-buses) | Depot Area (approx.) earmarked for GCC operations (in Acres) | | | | | | | | | | | | | | | | |
| Perumbakkam | 80 | 3.82 | | | | | | | | | | | | | | | | |
| Tondairpet-1 | 80 | 3.90 | | | | | | | | | | | | | | | | |
| Perambur-2 | 70 | 3.94 | | | | | | | | | | | | | | | | |
| Poonamallee | 80 | 4.00 | | | | | | | | | | | | | | | | |

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|--|--|--|---|--|---|---|--|--------------------|------------------------|----------------------------------|---|
| | 1.3. | | <table border="1"> <tr> <td>Vyasarpadi</td> <td>110</td> <td>5.73</td> </tr> <tr> <td>KK Nagar</td> <td>80</td> <td>3.74</td> </tr> </table> | Vyasarpadi | 110 | 5.73 | KK Nagar | 80 | 3.74 | | |
| Vyasarpadi | 110 | 5.73 | | | | | | | | | |
| KK Nagar | 80 | 3.74 | | | | | | | | | |
| 32. | Schedule-A | Annex-1 : Site of the Depot | Revised Schedule A and attached as Annex 2 to this document. | | | | | | | | |
| 33. | RFP Volume II DCA Schedule A Footnote | 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. | ² The list of the depots is indicative and subject to final approval by the Authority. In case the Authority changes the Maintenance Depot pursuant to a change of scope order under Article 15, the provisions of Clause 10.3.5 shall apply. | | | | | | | | |
| 34. | RFP Volume II DCA Schedule A – 1.2 (Note) | Site of the Depot Note: Through suitable Drawings and description in words, the land comprising the Site shall be specified briefly but precisely. In the event there are any buildings or structures on the Site, the same shall be marked in the Drawings and briefly described in words. | Site Layout Plan of the Depots identified for GCC operations: Note: Site Layout plan shown here indicates the Proposed extent of Maintenance Depot area earmarked of GCC operations within MTC's existing Bus maintenance depots. The layout plan also shows the approach road and existing facilities within the depot (Some of these facilities might be removed/ upgraded/modified prior to handing over). The approach road Latitude and Longitude of the depot locations are also provided. | | | | | | | | |
| 35. | Volume II, DCA, Schedule AA, Point 17.7 (P) | Seat arm: Seat arm required for aisle seats and seats opposite to service door and above wheel arches. | Seat arm: As per AIS 052 | | | | | | | | |
| 36. | Volume II, DCA, Schedule AA, Point 22.3 (B) | <table border="1"> <tr> <td>Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts</td> <td>As per AIS:052 Battery cut off (Total Three)</td> </tr> </table> | Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts | As per AIS:052 Battery cut off (Total Three) | <table border="1"> <tr> <td>Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts</td> <td>As per AIS:052</td> </tr> </table> | Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts | As per AIS:052 | | | | |
| Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts | As per AIS:052 Battery cut off (Total Three) | | | | | | | | | | |
| Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts | As per AIS:052 | | | | | | | | | | |
| 37. | Volume II, DCA, Schedule AA, Point 22.3 (C) and (D) | <table border="1"> <tr> <td>Location of cables away from heat sources</td> <td>One manual near driver seat One electronic on driver Dashboard area</td> </tr> <tr> <td>Type approval of circuit diagram as per standards related to electric equipment's/wiring</td> <td>One manual at the rear compartment.</td> </tr> </table> | Location of cables away from heat sources | One manual near driver seat One electronic on driver Dashboard area | Type approval of circuit diagram as per standards related to electric equipment's/wiring | One manual at the rear compartment. | <table border="1"> <tr> <td>Location of cables</td> <td>away from heat sources</td> </tr> <tr> <td>Type approval of circuit diagram</td> <td>as per standards related to electric equipment's/wiring</td> </tr> </table> | Location of cables | away from heat sources | Type approval of circuit diagram | as per standards related to electric equipment's/wiring |
| Location of cables away from heat sources | One manual near driver seat One electronic on driver Dashboard area | | | | | | | | | | |
| Type approval of circuit diagram as per standards related to electric equipment's/wiring | One manual at the rear compartment. | | | | | | | | | | |
| Location of cables | away from heat sources | | | | | | | | | | |
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|--------|-----------------------------------|--|---|
| 38. | Volume I, RFP, Appendix 13 | We hereby confirm and declare that we, M/s <<Name >, <<Address>.> (name of OEM.) will provide the bus type approval certificate (CMVR certificate), homologation certificate for at least one 12 metres Low Floor (400mm) AC & Non AC Electric Bus (100% battery operated) from the designated testing center in India. i.e., ARAI/ICAT/CIRT/ VRDE at the time of delivery of vehicle. | We hereby confirm and declare that we, M/s <<Name >, <<Address>.> (name of OEM.) will provide the bus type approval certificate (CMVR certificate), homologation certificate for at least one 12 metres Low Floor (400mm) AC & Non AC Electric Bus (100% battery operated) from the designated testing center in India. i.e., ARAI/ICAT/CIRT/ VRDE prior to the delivery of first Lot Vehicle as per the Concession Agreement. |
| 39. | 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 one number of Maintenance Vehicle ("Break Van") for each lot of 100 (one hundred) 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. |
| 40. | Volume II, DCA, Schedule H | Addition to the Schedule H. | MTC may also carry out a test trial of the prototype bus for each type of Bus under this RFP or it can accept test certifications from testing agencies listed under Section 126 of CMVR. The test trial of Prototype is to measure its performance in terms of battery capacity, battery range as well to ensure the compatibility of the charging requirement of electric bus with subsisting bus schedule. In case of any non-compliance in the final Prototype, remedial work shall be immediately carried out by the Operator at its own risk and cost. In the event of Operator not being able to showcase a Prototype meeting RFP specification within 60 days beyond the stipulated date of Prototype delivery, then, it shall be considered an event of default by the operator leading to annulment of the award of contract and termination of the agreement. |
| 41. | 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; provided that the Authority and the Operator may at any time mutually enter into an | 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 with suitable use of technology within the Buses for deterrence of vandalism, arson, terrorism, hijacking, sabotage and/or similar acts or occurrences; further the Authority and the |

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|---|---|---|---|--------------|--------------|---|-----|--------------|-------------------------------------|-----|--|----------|--------------|--------------|---|-----|---------------------|-------------------------------------|-----|
| | | agreement to jointly provide security services in the Buses. | Operator may at any time mutually enter into an agreement to jointly provide security services in the Buses. | | | | | | | | | | | | | | | | |
| 42. | 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 | The following components, inter alia, of the Maintenance Depots shall be periodically reviewed by the Authority post completion and handover of the respective Maintenance Depots: (a) Structural Work (b) Electrical Work (c) IT/Telecom system (d) Fire safety system (e) Water supply system (f) Drainage system (g) Security System (h) ETP, waste disposal systems and other systems & its compliances as stated in EHS requirements in Schedule AB | | | | | | | | | | | | | | | | |
| 43. | 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. | Bid Security: INR 3,00,00,000/- (Rupees Three Crores Only) to be submitted in the form of Bank Guarantee. | | | | | | | | | | | | | | | | |
| 44. | Volume I, RFP Clause 2.22.4 | The Bid Security details are provided in the table below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Bus Type</th> <th>No. of Buses</th> <th>Bid Security</th> </tr> </thead> <tbody> <tr> <td>12 metres Low Floor (400 mm) Non-AC Bus</td> <td>400</td> <td rowspan="2" style="text-align: center;">Rs. 6 crores</td> </tr> <tr> <td>12 metres Low Floor (400 mm) AC Bus</td> <td>100</td> </tr> </tbody> </table> | Bus Type | No. of Buses | Bid Security | 12 metres Low Floor (400 mm) Non-AC Bus | 400 | Rs. 6 crores | 12 metres Low Floor (400 mm) AC Bus | 100 | The Bid Security details are provided in the table below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Bus Type</th> <th>No. of Buses</th> <th>Bid Security</th> </tr> </thead> <tbody> <tr> <td>12 metres Low Floor (400 mm) Non-AC Bus</td> <td>400</td> <td rowspan="2" style="text-align: center;">Rs. 3 crores</td> </tr> <tr> <td>12 metres Low Floor (400 mm) AC Bus</td> <td>100</td> </tr> </tbody> </table> | Bus Type | No. of Buses | Bid Security | 12 metres Low Floor (400 mm) Non-AC Bus | 400 | Rs. 3 crores | 12 metres Low Floor (400 mm) AC Bus | 100 |
| Bus Type | No. of Buses | Bid Security | | | | | | | | | | | | | | | | | |
| 12 metres Low Floor (400 mm) Non-AC Bus | 400 | Rs. 6 crores | | | | | | | | | | | | | | | | | |
| 12 metres Low Floor (400 mm) AC Bus | 100 | | | | | | | | | | | | | | | | | | |
| Bus Type | No. of Buses | Bid Security | | | | | | | | | | | | | | | | | |
| 12 metres Low Floor (400 mm) Non-AC Bus | 400 | Rs. 3 crores | | | | | | | | | | | | | | | | | |
| 12 metres Low Floor (400 mm) AC Bus | 100 | | | | | | | | | | | | | | | | | | |
| 45. | Volume I, RFP Appendix 7 Point No. 4 | We are herewith enclosing a copy of the Board Resolution* in support of this undertaking. | Deleted | | | | | | | | | | | | | | | | |
| 46. | Volume I, RFP Appendix 7 Annex 1 | Annex to Appendix 7 - FORMATS FOR BOARD RESOLUTION - Format 1 | Deleted | | | | | | | | | | | | | | | | |
| 47. | Volume I, RFP Appendix 7 Annex 1 | Annex to Appendix 7 - FORMATS FOR BOARD RESOLUTION - Format 2 | Deleted | | | | | | | | | | | | | | | | |

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|--------|--|---|--|-------------------|-----------------|---------|---|----------------------------------|---------------------------------------|-------------------------------|--|----|-------------------|-----------------|---------|---|----------------------------------|--------------------------------------|-------------------------------|
| 48. | Volume II, DCA, Clause 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 this 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. | | | | | | | | | | | | | | | | |
| 49. | Volume II, DCA, Schedule AA, Point No. 23 (i.) (6) | <table border="1"> <thead> <tr> <th>SN</th> <th>Type of Equipment</th> <th>12 metres (Qty)</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>VLTD and Panic Button (WITH CAN)</td> <td>Panic button for Each row of the seat</td> <td>As per AIS:140 Specifications</td> </tr> </tbody> </table> | SN | Type of Equipment | 12 metres (Qty) | Remarks | 6 | VLTD and Panic Button (WITH CAN) | Panic button for Each row of the seat | As per AIS:140 Specifications | <table border="1"> <thead> <tr> <th>SN</th> <th>Type of Equipment</th> <th>12 metres (Qty)</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>VLTD and Panic Button (WITH CAN)</td> <td>As per AIS:140 Specifications</td> <td>As per AIS:140 Specifications</td> </tr> </tbody> </table> | SN | Type of Equipment | 12 metres (Qty) | Remarks | 6 | VLTD and Panic Button (WITH CAN) | As per AIS:140 Specifications | As per AIS:140 Specifications |
| SN | Type of Equipment | 12 metres (Qty) | Remarks | | | | | | | | | | | | | | | | |
| 6 | VLTD and Panic Button (WITH CAN) | Panic button for Each row of the seat | As per AIS:140 Specifications | | | | | | | | | | | | | | | | |
| SN | Type of Equipment | 12 metres (Qty) | Remarks | | | | | | | | | | | | | | | | |
| 6 | VLTD and Panic Button (WITH CAN) | As per AIS:140 Specifications | As per AIS:140 Specifications | | | | | | | | | | | | | | | | |
| 50. | 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 non-responsive. | Deleted | | | | | | | | | | | | | | | | |
| 51. | Volume II, DCA, Clause 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 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. | | | | | | | | | | | | | | | | |
| 52. | Volume II, DCA, Schedule P Annex 3, Last | The Operator shall provide for communication of additional parameters (if any) as per the requirement of the Centralized ITMS platform. | The Operator shall provide for communication of additional parameters (if any) as per the requirement of the ITMS platform. | | | | | | | | | | | | | | | | |

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|------------|---|---|---|-----------|----|--|----|---|----|--|----|--------------------------------|----|--|-------|-----------|----|---|----|---|----|--|----|---|-----|--|-----|---|--|-------|-----------|------------|--|------------|---|------------|--|------------|--|------------|--|-------|-----------|------------|---|------------|---|------------|--|------------|---|------------|---|
| | Para | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 53. | Volume II, DCA, Schedule P Annex 1, (i), 6 | CCTV with 4 Internal and External with minimum 15 days backup storage | CCTV MDVR with 4 Internal and External with minimum 30 days backup storage | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 54. | RFP Volume II DCA Schedule L | <table border="1"> <thead> <tr> <th>S. No</th> <th>Equipment</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Storage facilities for: new materials, spares, aggregates, tyres, oils and lubricants repairable as above scrapped and disposable items as above</td> </tr> <tr> <td>2.</td> <td>Vehicles for transportation of materials, stores and spares</td> </tr> <tr> <td>3.</td> <td>Basic Operator Control Centre equipment including those related to IT, ITS, communication, display, etc. - hardware and software</td> </tr> <tr> <td>4.</td> <td>Simulators for driver training</td> </tr> <tr> <td>5.</td> <td>Capacity building /training facilities and equipment</td> </tr> <tr> <th>S. No</th> <th>Equipment</th> </tr> <tr> <td>6.</td> <td>Complete set of workmen cupboards, rest room facilities</td> </tr> <tr> <td>7.</td> <td>Office furniture, cup boards, all other office requirements</td> </tr> <tr> <td>8.</td> <td>All utilities- phones, fax, mobile phones, printers, etc. for workshop and other offices</td> </tr> <tr> <td>9.</td> <td>Vehicles for officers, checking, attending to alerts /emergencies</td> </tr> <tr> <td>10.</td> <td>Safety and security equipment / facilities</td> </tr> <tr> <td>11.</td> <td>Water cooler with water filter / purifier</td> </tr> </tbody> </table> | S. No | Equipment | 1. | Storage facilities for: new materials, spares, aggregates, tyres, oils and lubricants repairable as above scrapped and disposable items as above | 2. | Vehicles for transportation of materials, stores and spares | 3. | Basic Operator Control Centre equipment including those related to IT, ITS, communication, display, etc. - hardware and software | 4. | Simulators for driver training | 5. | Capacity building /training facilities and equipment | S. No | Equipment | 6. | Complete set of workmen cupboards, rest room facilities | 7. | Office furniture, cup boards, all other office requirements | 8. | All utilities- phones, fax, mobile phones, printers, etc. for workshop and other offices | 9. | Vehicles for officers, checking, attending to alerts /emergencies | 10. | Safety and security equipment / facilities | 11. | Water cooler with water filter / purifier | <table border="1"> <thead> <tr> <th>S. No</th> <th>Equipment</th> </tr> </thead> <tbody> <tr> <td>38.</td> <td>Storage facilities for: new materials, spares, aggregates, tyres, oils and lubricants repairable as above scrapped and disposable items as above</td> </tr> <tr> <td>39.</td> <td>Vehicles for transportation of materials, stores and spares</td> </tr> <tr> <td>40.</td> <td>Basic Operator Control Centre equipment including those related to IT, ITS, communication, display, etc. - hardware and software</td> </tr> <tr> <td>41.</td> <td>1 (one) Simulator for driver training in each Depot</td> </tr> <tr> <td>42.</td> <td>Capacity building /training facilities and equipment</td> </tr> <tr> <th>S. No</th> <th>Equipment</th> </tr> <tr> <td>43.</td> <td>Complete set of workmen cupboards, rest room facilities</td> </tr> <tr> <td>44.</td> <td>Office furniture, cup boards, all other office requirements</td> </tr> <tr> <td>45.</td> <td>All utilities- phones, fax, mobile phones, printers, etc. for workshop and other offices</td> </tr> <tr> <td>46.</td> <td>Vehicles for officers, checking, attending to alerts /emergencies</td> </tr> <tr> <td>47.</td> <td>Safety and security equipment / facilities (CCTV (Min 5 Mega Pixel) covering entire Depot including interior of Buildings to be provided by Operator and live feed to be</td> </tr> </tbody> </table> | S. No | Equipment | 38. | Storage facilities for: new materials, spares, aggregates, tyres, oils and lubricants repairable as above scrapped and disposable items as above | 39. | Vehicles for transportation of materials, stores and spares | 40. | Basic Operator Control Centre equipment including those related to IT, ITS, communication, display, etc. - hardware and software | 41. | 1 (one) Simulator for driver training in each Depot | 42. | Capacity building /training facilities and equipment | S. No | Equipment | 43. | Complete set of workmen cupboards, rest room facilities | 44. | Office furniture, cup boards, all other office requirements | 45. | All utilities- phones, fax, mobile phones, printers, etc. for workshop and other offices | 46. | Vehicles for officers, checking, attending to alerts /emergencies | 47. | Safety and security equipment / facilities (CCTV (Min 5 Mega Pixel) covering entire Depot including interior of Buildings to be provided by Operator and live feed to be |
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| 4. | Simulators for driver training | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Capacity building /training facilities and equipment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 10. | Safety and security equipment / facilities | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11. | Water cooler with water filter / purifier | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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Corrigendum No. II dated: 03.05.2024 to RFP Document

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| | | <table border="1" style="width: 100%;"> <tr> <td style="width: 10%; text-align: center;">12.</td> <td>Desktops and laptops, printers, related hard ware and software</td> </tr> </table> | 12. | Desktops and laptops, printers, related hard ware and software | <table border="1" style="width: 100%;"> <tr> <td style="width: 10%;"></td> <td>shared to Authority.)</td> </tr> <tr> <td style="text-align: center;">48.</td> <td>Water cooler with water filter / purifier</td> </tr> <tr> <td style="text-align: center;">49.</td> <td>Desktops and laptops, printers, related hard ware and software</td> </tr> </table> | | shared to Authority.) | 48. | Water cooler with water filter / purifier | 49. | Desktops and laptops, printers, related hard ware and software |
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| 49. | Desktops and laptops, printers, related hard ware and software | | | | | | | | | | |
| 55. | RFP Volume II – Clause 10.3.5 | <p>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, in accordance with this Agreement and upon procurement, such land shall form part of the Licensed Premises and vest in the Authority; provided that the Operator may, by notice given to the Authority no later than 60 (sixty) days from the Appointed Date or the date of Change of Scope Order, as the case may be, require the Authority to initiate and undertake proceedings for acquisition of such land under the provisions of the Applicable Laws and the Authority shall take all such steps as may be reasonably necessary for such land acquisition forthwith. Provided further that the cost of land acquired under this Clause 10.3.5 shall be borne by the Authority in accordance with Applicable Laws and that the land to be acquired by the Authority hereunder as a part of the Licensed Premises shall be deemed to be included in the Appendix referred to in this Clause 10.3 and dealt with in accordance with the provisions thereof. For the avoidance of doubt, it is agreed that the minimum area of land to be acquired for the ancillary buildings, electric sub-stations and approach roads thereof shall conform to the provisions of Schedule-A. It is further agreed that the Authority may, at any time after the Bid Date, suo moto acquire the land required hereunder.</p> | <p>The Authority shall allocate to the Operator any other Maintenance Depot with the minimum depot infrastructure as mentioned under 6.1.3 or allocate additional space only for bus parking & Charging or space for opportunity charging or only a specific facility (office space/accommodation etc.) within its existing depots/ terminals or any other facility under the ownership of Authority and in compliance with Schedule AB as in case of any Change of Scope Order issued under Article 15, in accordance with this Agreement provided, further that the cost of shifting of Charging Infrastructure / Fit out Works in case of change of Maintenance Depot if requested under such Change of Scope Order under this Clause 10.3.5 shall be borne by the Authority and that the Maintenance Depot form shall part of the Licensed Premises under a separate Maintenance Depot License Agreement.</p> | | | | | | | | |

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| 56. | RFP Volume II – Schedule Q Substitution Agreement Clause 8.1.1 | Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Operator and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996. | Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Operator and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Nani Palkhivala Arbitration Centre , Chennai (the "Rules") or such other rules as may be mutually agreed by the Parties and shall be subject to provisions of the Arbitration and Conciliation Act, 1996. |
| 57. | RFP Volume II – Schedule Q Substitution Agreement- Clause 5 Heading | TERMINATION OF SCOM AGREEMENT | TERMINATION OF CONCESSION AGREEMENT |
| 58. | RFP Volume II Clause 27.3.1 (c) | all staff expenses payable by the Authority related to the manpower deployed exclusively for the Project; | Deleted |
| 59. | RFP Volume II – Schedule Z Comprehensive Maintenance Agreement– Recital | The Governor of *****, represented by [**** and having its principal offices at *****] (hereinafter referred to as the " Authority ") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns). | The Secretary of *****, represented by [**** and having its principal offices at *****] (hereinafter referred to as the " Authority ") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns). |
| 60. | RFP Volume I Clause 1.2.7 | The Authority reserves the right to procure an additional 500 electric buses with similar specification buses from the selected operator. | Deleted |

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| 61. | RFP Volume II, DCA, Clause No. 9.3.1 | <p>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.</p> | <p>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.</p> |
| 62. | RFP Volume II, DCA, Clause No. 6.1.3 | <p>The following minimum depot infrastructure shall be provided by Authority:</p> <ol style="list-style-type: none"> a. Proper drainage system at the depot to avoid stagnation of water. b. The depot pavement shall be concretized or blacktopped. 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. 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>The following minimum depot infrastructure shall be provided by Authority:</p> <ol style="list-style-type: none"> a. Adequate parking area (approx. 150 sq.m. per bus) for parking of buses allocated to the depot and additional space for parking the spare buses deployed by the Operator. b. Concretized or blacktopped depot pavement/ yard flooring/ Bus Parking area c. Workshop shed with Bus maintenance/ service pits (for 12 m buses) @ 2 pits per 50 buses d. Spaces /shed for spare parts store, material store and tyre store e. Bus washing bay/platform f. Administrative block (with spaces for offices, control room and simulator room) g. Staff amenities including driver's rest room with toilets and |

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| | | <p>e. Boundary wall: approx. 2 m height with 0.6m railing.</p> | <p>bathrooms, canteen space and first aid room</p> <p>h. Boundary wall clearly segregating Maintenance Depot premise from other activities/ neighboring properties</p> <p>i. Gate and security cabin</p> <p>j. Lighting for all facilities within the Maintenance Depot including Maintenance Depot yard lighting for bus parking area</p> <p>k. Chennai Metropolitan Water Supply and Sewerage Board (CMWSSB) or respective local body water supply connection.</p> <p>l. Maintenance Depot water supply system with underground storage sump and overhead tank/s</p> <p>m. Effluent Treatment Plant with treated water network for reuse</p> <p>n. Fire Hydrant/ Fire Fighting system</p> <p>o. Proper drainage system at the depot to avoid stagnation of water and connected to public drain</p> <p>p. Sewage line connected to public sewer or septic tank (wherever public sewer is not available)</p> <p>q. Rainwater harvesting system and recharge pits</p> <p>r. Electricity connections which for the avoidance of doubt may be a 11/22/33/66 kV connection) and power supply at 415 V upto pillar of LT distribution transformer(s) located at the allocated Maintenance Depot.</p> <p>s. Emergency exit gate/second entry or exit point if possible.</p> <p>t. Emergency exits at buildings as per fire safety requirements</p> |
| 63. | RFP Volume II, DCA, Clause No. 16.4.8 | Notwithstanding anything contained in Clause 16.4, if the Authority wishes to deploy a Bus on any route which requires the Bus to undergo opportunity charging at a location that is not a Maintenance Depot as per Schedule-A ("Opportunity Charging Stations"), then the Authority shall, at its cost, be responsible for procuring and providing | Notwithstanding anything contained in Clause 16.4, if the Authority wishes to deploy a Bus on any route which requires the Bus to undergo opportunity charging at a location that is not a Maintenance Depot as per Schedule-A ("Opportunity Charging Stations"), then the Authority shall, at its cost, be responsible to |

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| | | <p>to the Operator:</p> <p>(a) vacant and unencumbered possession of land and right of way to such location on which the Operator will be required to install the charging infrastructure;</p> <p>(b) an electricity connection to such location (at the available HT metering level, which for the avoidance of doubt may be a 11/22/33/66 kV connection) and sub-station (if required) up to 415 V ; and</p> <p>(c) any and all Applicable Permits that might be required for installing and operating the charging infrastructure at such location.</p> | <p>provide the Operator:</p> <p>(a) Sufficient vacant land/space under the ownership of the Authority and with obstacle free right of way to such location on which the Operator will be required to install the charging infrastructure;</p> <p>(b) an electricity connection to such location (at the available HT metering level, which for the avoidance of doubt may be a 11/22/33/66 kV connection) and sub-station (if required) up to 415 V ; and</p> <p>(c) any and all Applicable Permits that might be required for installing and operating the charging infrastructure at such location.</p> |
| 64. | RFP Volume II, DCA, Clause No. 5.14.1 | <p>The Operator shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, The Motor Transport Workers Act 1961, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee Compensation Act 1923 and any amendments thereof and Draft Rules made there under, as modified from time-to-time, wherever applicable and shall also indemnify Authority from and against any claims under the aforesaid Labour codes and the Rules.</p> | <p>The Operator shall comply with the provisions of all applicable Labour Codes, including, but not limited to the Motor Transport Workers Act, 1961, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Employee's Compensation Act, 1923 and any amendments to the aforementioned Acts and any Draft Rules made there under, as modified from time-to-time.</p> <p>While certain recent Labour Codes, such as the Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, have been enacted, their implementation timelines may vary. The Operator shall be responsible for complying with all applicable Labour Codes, including those that</p> |

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| | | | are currently in effect or come into effect during the contract period. Additionally, the Operator shall indemnify the Authority from and against any claims arising from non- compliance with the aforementioned Labour Codes and their associated Rules. |
| 65. | RFP Volume II, DCA, Schedule M- Escrow Agreement | | Revised Schedule M and attached as Annex 4 to this document. |
| 66. | RFP Volume II, DCA, Schedule C - II (5) | 5. Permits for Building Plan in accordance with the applicable State Act and by-laws | 5. Applicable permits for Buildings / Building plans from concerned (as per requirement) |
| 67. | RFP Volume II, DCA, Schedule C - II (6) | 6. Permission of State Government for cutting of trees | 6. Permission of State Government for cutting of trees (if needed) |
| 68. | RFP Volume II, DCA, Schedule C - II (8) | 8.Applicable Environment Clearance from State Government | 8.Applicable Environment Clearance from State Government (as per requirement) |
| 69. | RFP Volume II, DCA, Article 5, Clause :5.15 | New Clause added | 5.15 Obligation of the Operator for Environment Social Health and Safety (EHS) The operator during the term of this agreement shall adhere to all the environmental and social compliances/ Obligations as mentioned in the Environment Social Health and Safety (EHS) |

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| | | | requirements provided under Schedule AB |
| 70. | RFP Volume II, DCA, Article 19.3 | The Authority shall be entitled to inspect the Buses and Maintenance Depots after any maintenance activities have been carried out by the Operator for evaluating the compliance of the Buses and Maintenance Depot with the Maintenance Obligations. Pursuant to any such inspections, the Authority shall prepare a report of such inspection (the "Maintenance Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Obligations and shall notify the Operator of the same for taking remedial measures in accordance with the provisions of Clause 19.5. Authority shall through an Accessibility Auditor undertake an accessibility audit and prepare an accessibility audit report specifying deficiencies and modifications to be adopted by the operator to ensure compliance with requisite standards. | The Authority shall be entitled to inspect the Buses and Maintenance Depots after any maintenance activities have been carried out by the Operator for evaluating the compliance of the Buses and Maintenance Depot with the Maintenance Obligations. Pursuant to any such inspections, the Authority shall prepare a report of such inspection (the "Maintenance Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Obligations and shall notify the Operator of the same for taking remedial measures in accordance with the provisions of Clause 19.5. Authority shall through an Accessibility Auditor undertake an accessibility audit and prepare an accessibility audit report specifying deficiencies and modifications to be adopted by the operator to ensure compliance with requisite standards. The inspection shall interalia include compliance with Environment Social Health and Safety requirements provided under Schedule AB. |
| 71. | RFP Volume II, DCA,, Clause :18.1 | The Operator shall develop, implement and administer a safety programme for providing a safe environment on or about the Buses and Maintenance Depots, and shall comply with the safety requirements set forth in this Article 18 and Schedule-K (the "Safety Requirements") | The Operator shall develop, implement and administer a safety programme for providing a safe environment on or about the Buses and Maintenance Depots, and shall comply with the safety requirements set forth in this Article 18 and Schedule-K (the "Safety Requirements") and Schedule AB |

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| Sr.No. | Reference Clause/ Para | Earlier Clause | Modified Clause |
|--------|---|---|--|
| 72. | RFP Volume II, DCA,, Clause :5.11 | The Operator shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the physically or visually challenged, women, pregnant women, children and for elderly persons using the buses. To the extent that Good Industry Practices require the implementation of higher standards than those set out by the Ministry of Social Justice and Empowerment, or a substitute thereof, the Operator shall adhere to such higher standards. Some of the relevant guidelines and standards include-Code of Practice for Bus Body Design and Approval [AIS-052 (Rev 1) & Amendments. 1 to 9], Ministry of Housing and Urban Affairs (MoHUA)'s Harmonised Guidelines and Standards for Universal Accessibility in India 2021, Ministry of Road Transport and Highways (MoRTH)'s Accessibility Guidelines for Bus Terminals and Bus Stops, 2021. | The Operator shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the physically or visually challenged, women, pregnant women, children and for elderly persons using the buses and for the staffs/users of the Bus Maintenance Depot. To the extent that Good Industry Practices require the implementation of higher standards than those set out by the Ministry of Social Justice and Empowerment, or a substitute thereof, the Operator shall adhere to such higher standards. Some of the relevant guidelines and standards include-Code of Practice for Bus Body Design and Approval [AIS-052 (Rev 1) & Amendments. 1 to 9], Ministry of Housing and Urban Affairs (MoHUA)'s Harmonised Guidelines and Standards for Universal Accessibility in India 2021, Ministry of Road Transport and Highways (MoRTH)'s Accessibility Guidelines for Bus Terminals and Bus Stops, 2021. |
| 73. | Section 1 Introduction 1.4.1: Schedule of Bidding Process is set out below | 5. Bid Submission Due Date : 15.05.2024 , Time : 16.00 Hrs 7. Opening Date and Time of Technical Bid : 15.05.2024, Time 16.30 Hrs | 5. Bid Submission Due Date : 27.05.2024 , Time : 16.00 Hrs 7. Opening Date and Time of Technical Bid : 27.05.2024 , Time :16.30 Hrs |
| 74. | Section 2, Data Sheet Point No. 09 | Bid Due Date : 15.05.2024 , Time : 16.00 Hrs | Bid Due Date : 27.05.2024 , Time : 16.00 Hrs |

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Annex 1

APPENDIX 14 - CERTIFICATE REGARDING DECLARATION OF INDIGENIZATION REQUIREMENT

(to be submitted by OEM, whether he is a bidder or a member of consortium)

(To be submitted on OEM's letter head)

To

The Managing Director

Metropolitan Transport Corporation (Chennai) Ltd.

Address: No.2, Pallavan Illam, Pallavan Salai,

Chennai – 600 002

Email: amprojects1.mtc@gmail.com, mtc.chn@gmail.com

Sub: Declaration of Indigenization requirement

Ref: NIT/Bid Document No:

.....

Dear Sir/Madam,

This is to certify that products and services offered for the Project (RFQP Ref. _____)

by M/s. (name of OEM), are in compliance with the following requirement and the bidder shall strictly abide by all provisions of the subject notification and details mentioned below.

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 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

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Part 1

| Sr. No. | Component Details | Domestic Value Addition | Type of Sourcing (Indigenous/ Imported) | Details of supplier (Name, Address, CIN certificate) | | |
|---------|--|-------------------------|---|--|--------|--------|
| | | | | Tier 1 | Tier 2 | Tier 3 |
| 1. | Vehicle Control Unit | More than 25% | | | | |
| 2. | Traction Motor | More than 25% | | | | |
| 3. | Traction Motor controller/ Inverter | More than 25% | | | | |
| 4. | HVAC | More than 50% | | | | |
| 5. | Electric Compressor | More than 50% | | | | |
| 6. | Power Control wiring harness along with connectors | More than 50% | | | | |
| 7. | MCB /Circuit breakers/Electric safety device | More than 50% | | | | |
| 8. | AC charging inlet type 2 | More than 50% | | | | |
| 9. | DC charging inlet CCS2 /CHA demo | More than 25% | | | | |
| 10. | Wheel rim integrated with hub motor | More than 50% | | | | |
| 11. | DC -DC converter | More than 25% | | | | |
| 12. | Electronic Throttle | More than 25% | | | | |
| 13. | Instrument Panel | More than 25% | | | | |

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| Sr. No. | Component Details | Domestic Value Addition | Type of Sourcing (Indigenous/Imported) | Details of supplier (Name, Address, CIN certificate) | | |
|---------|--|-------------------------|--|--|--------|--------|
| | | | | Tier 1 | Tier 2 | Tier 3 |
| 14. | On Board Charger | More than 50% | | | | |
| 15. | Lightening: Headlamp, Tail Lamp, Indicators, Interior Lamp, Flasher etc. | More than 75% | | | | |
| 16. | Body Panel | 100% | | | | |

Part 2

| Sr. No. | Component Details | Domestic Value Addition | Type of Sourcing (Indigenous/Imported) | Details of supplier (Name, Address, CIN certificate) | | |
|---------|---------------------------|-------------------------|--|--|--------|--------|
| | | | | Tier 1 | Tier 2 | Tier 3 |
| 17. | Traction Battery Pack | | | | | |
| | Battery Cell and module | More than 25% | | | | |
| | Thermal System | More than 25% | | | | |
| | Battery Management System | More than 25% | | | | |

Part 3

| Sr. No. | Component Details | Domestic Value Addition | Type of Sourcing (Indigenous/Imported) | Details of supplier (Name, Address, CIN certificate) | | |
|---------|----------------------------|-------------------------|--|--|--------|--------|
| | | | | Tier 1 | Tier 2 | Tier 3 |
| 18. | Brake System including ABS | More than 50% | | | | |

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| | | | | | | |
|-----|---|---------------|--|--|--|--|
| 19. | Electric Vacuum Pump for brake booster | More than 50% | | | | |
| 20. | Steering system including electric/hydraulic assist system, electric pump | More than 75% | | | | |
| 21. | Switches/ selection knobs | More than 75% | | | | |
| 22. | Chassis | 100% | | | | |
| 23. | Reverse parking alert system (RPAS) | More than 75% | | | | |
| 24. | Protection device as per AIS 075 | 100% | | | | |
| 25. | Vehicle Alarm system as per AIS 076 | More than 25% | | | | |
| 26. | Vehicle location tracking system | More than 75% | | | | |
| 27. | Body control module | More than 50% | | | | |
| 28. | Axles | More than 25% | | | | |
| 29. | Suspension/ shocker absorber | More than 25% | | | | |
| 30. | Horn | More than 75% | | | | |
| 31. | Tires | 100% | | | | |
| 32. | Windshield | 75% | | | | |
| 33. | Wipers | More than 50% | | | | |
| 34. | Seats (Passenger & Driver) | 100% | | | | |

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| | | | | | | |
|-----|--------------------------------|---------------|--|--|--|--|
| 35. | Ignition Key/ Button | 100% | | | | |
| 36. | Parking brake | 100% | | | | |
| 37. | Windows | 100% | | | | |
| 38. | Door locks and hinges | 100% | | | | |
| 39. | Main mirror & rear-view mirror | 100% | | | | |
| 40. | Safety belt | 100% | | | | |
| 41. | Air bags | More than 50% | | | | |
| 42. | Bumper | 100% | | | | |
| 43. | Infotainment system, if any | More than 25% | | | | |
| 44. | Wheel rim | More than 75% | | | | |

Note: Basis the above table each Bidder has to ensure >50% domestic value Addition at vehicle level along with above mentioned norms to be certified by ICAT/ARAI/CIRT or any other testing agency notified under Rule 126 of the CMVR

*Formula: $\{[Ex\text{-Factory Price (Net of GST)} - \text{Import Content}] / Ex\text{-factory Price (Net of GST)}\} * 100$*

Import Content: Sum of FOB Value of all imported components or materials in the final product including import duties. OEM should submit the certification from the testing agency for compliance to the abovementioned table.

Semiconductor and related components, Vehicle Control Unit, Reverse parking alert system (RPAS), Body Control Module, Vehicle Location Tracking System exempted from calculation for Domestic Value Content. Commodity items, Tires (Natural Rubber, SBR, Carbon Black) exempted from calculation for Domestic Value Content

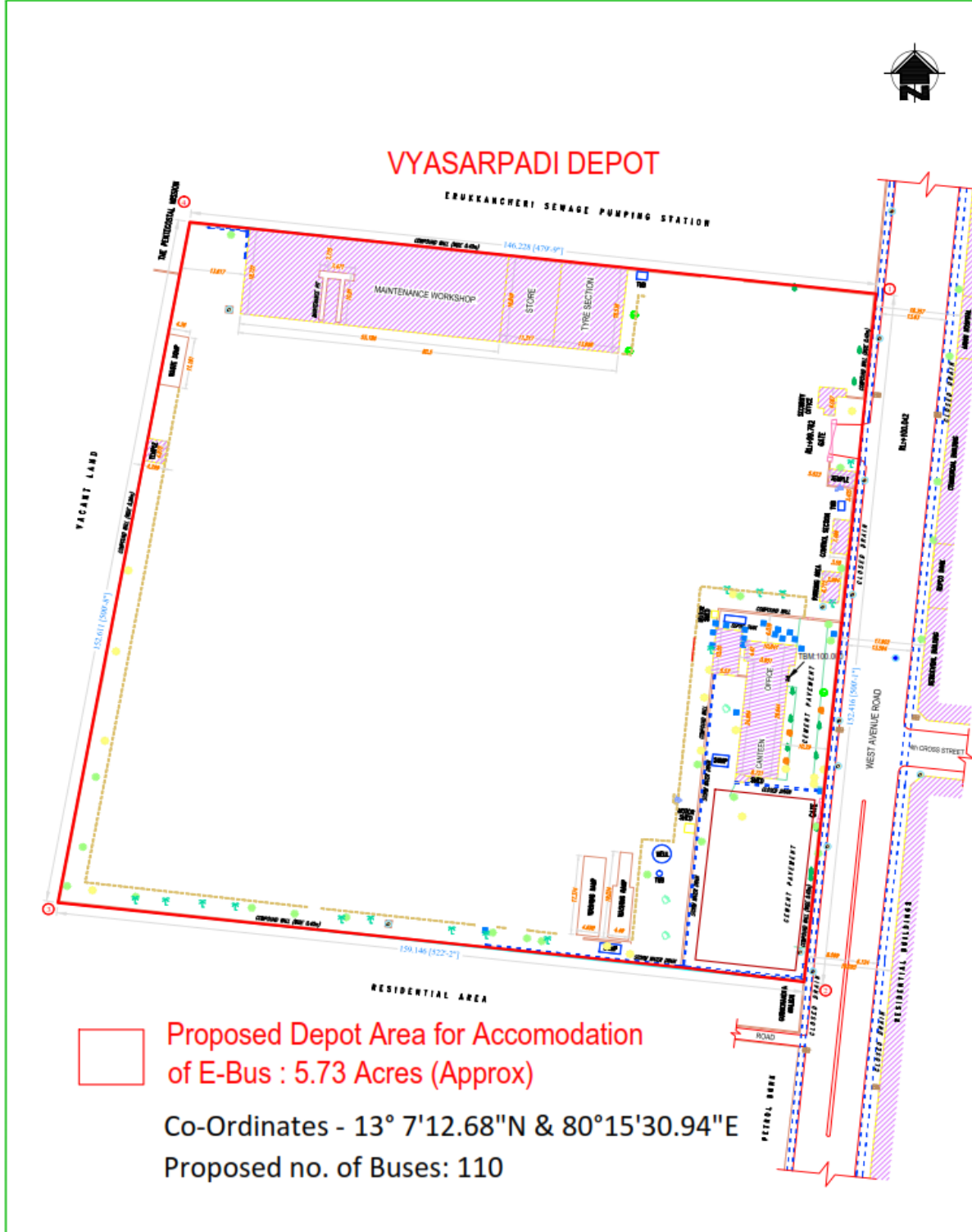
Metropolitan Transport Corporation (Chennai) Ltd.
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Annex – 2

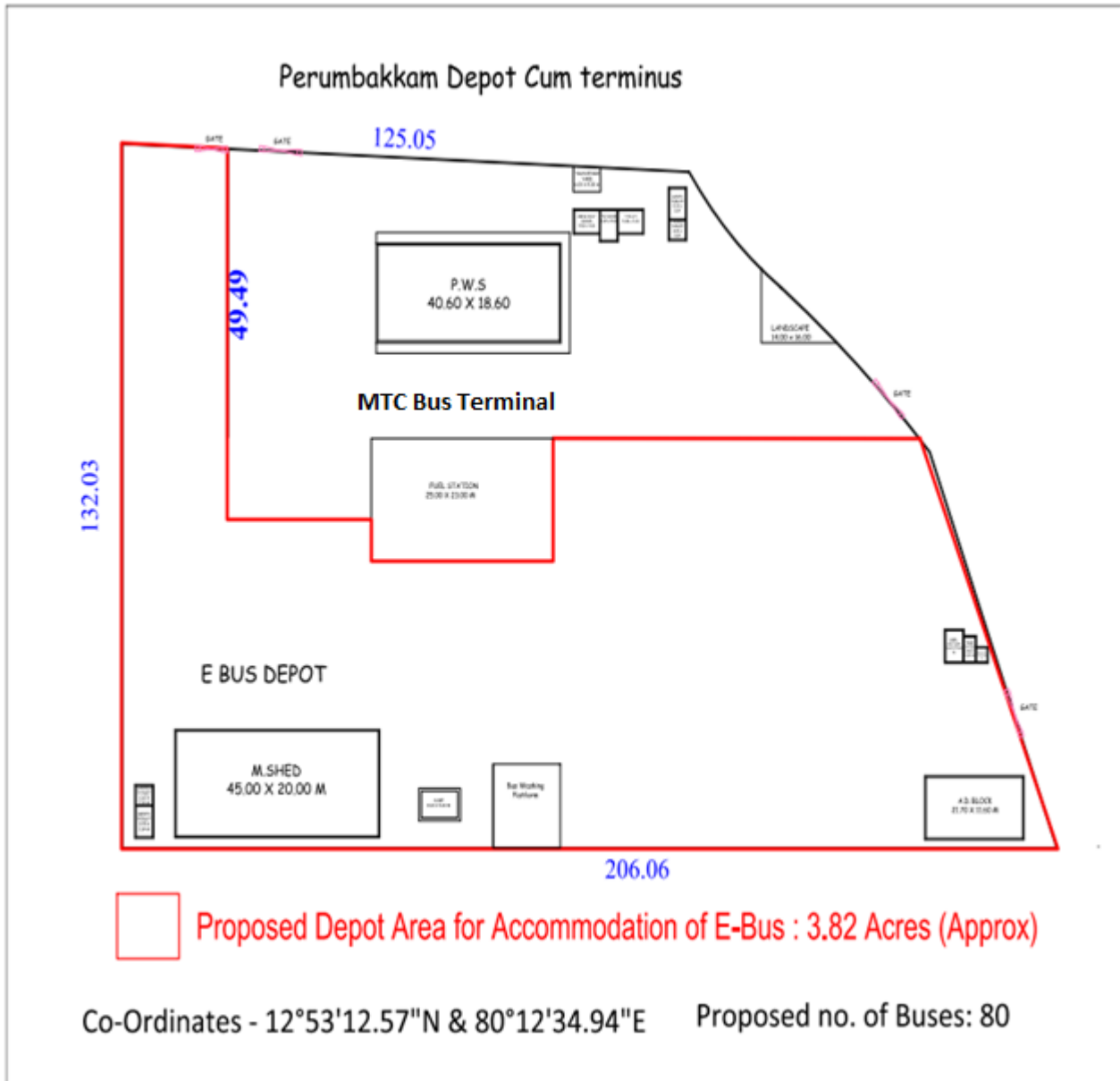
SCHEDULE –A: SITE OF THE MAINTENANCE DEPOT

1. Vyasarpadi Depot



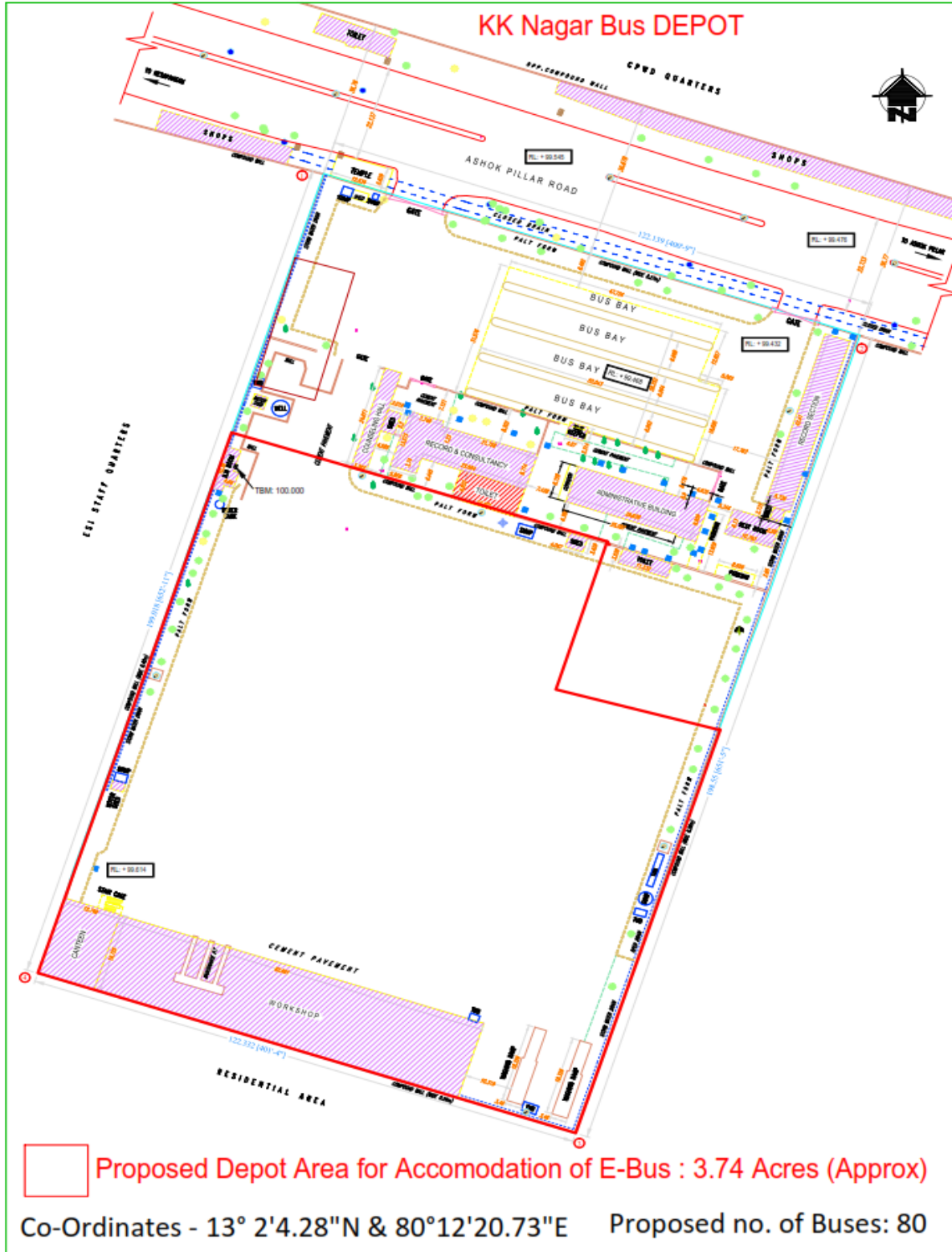
Metropolitan Transport Corporation (Chennai) Ltd.
Replies to queries for Procurement, Supply, Operation and Maintenance of 500 low floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC)
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2. Perumbakkam Depot



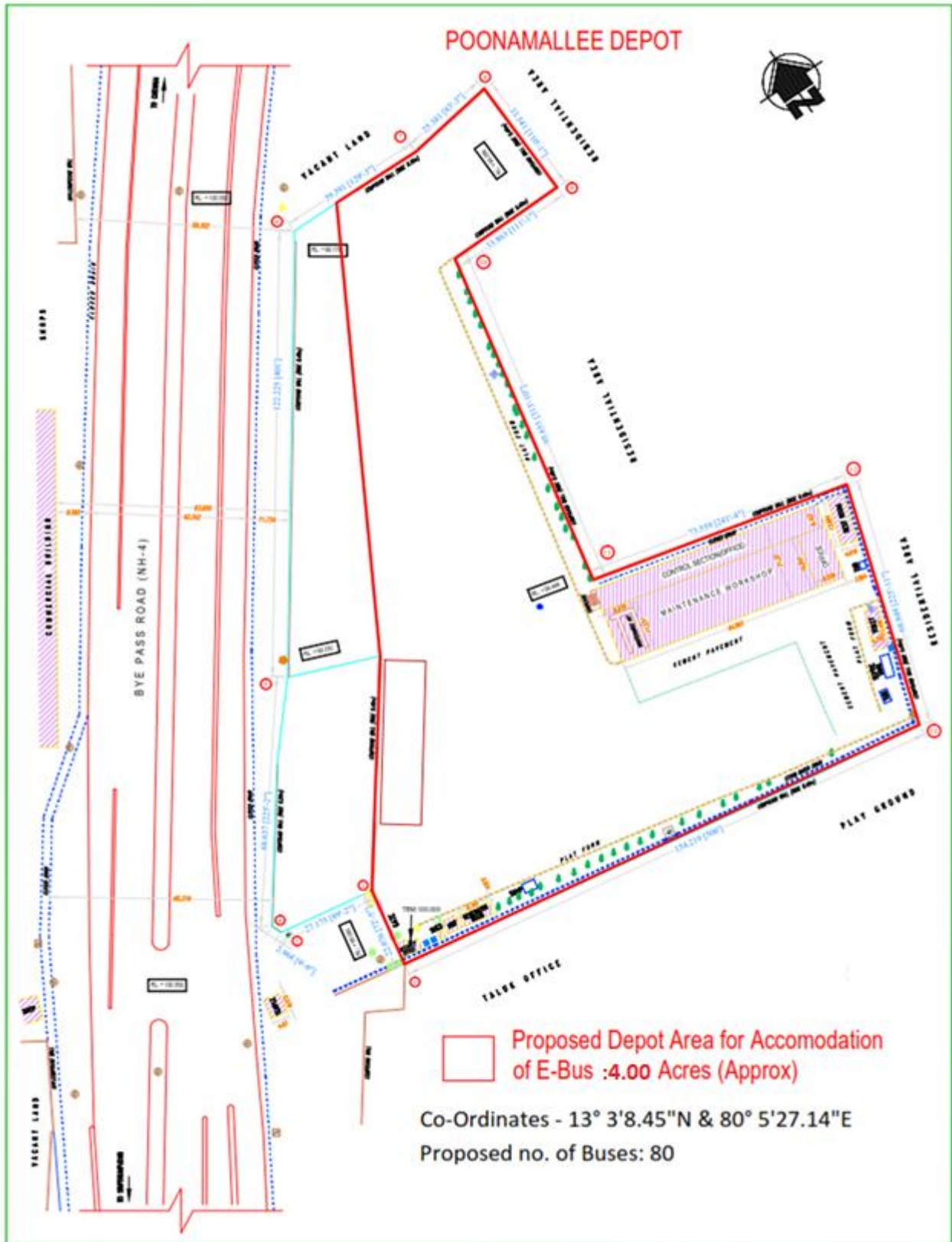
Metropolitan Transport Corporation (Chennai) Ltd.
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3. K.K Nagar Depot



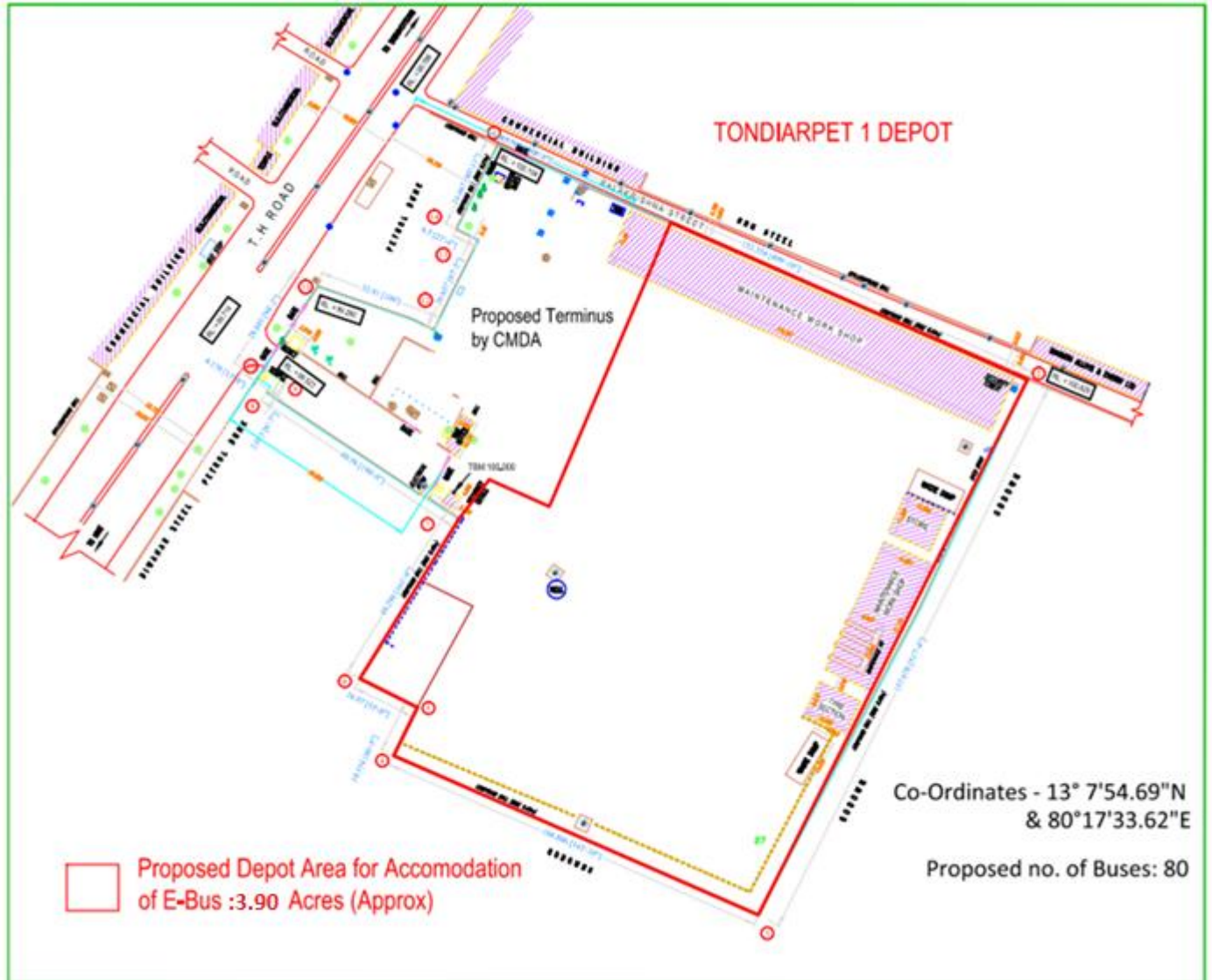
Metropolitan Transport Corporation (Chennai) Ltd.
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4. Poonamallee Depot



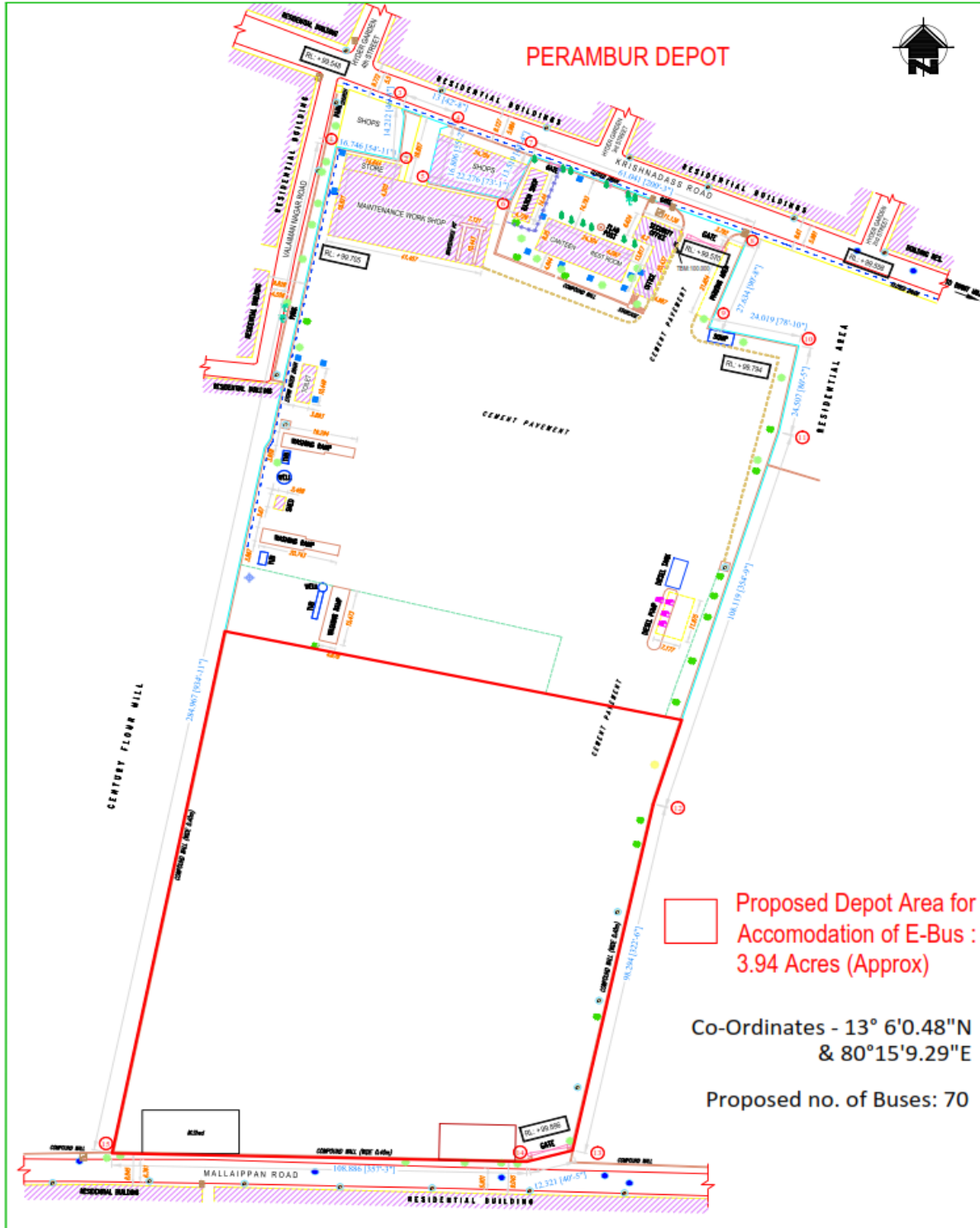
Metropolitan Transport Corporation (Chennai) Ltd.
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5. Tondiarpet-1 Depot



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6. Perambur –II Depot



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Annex-3

Schedule AB

Environment Social Health and Safety (EHS) Requirements.

The project covering Procurement, supply, operation and maintenance of 500 (five hundred) electric buses on Gross Cost Contract (GCC) is part of Chennai City Partnership; the Chennai Sustainable Urban Services Program “C-SUSP” program which is being implemented as a Program-for-Results “PforR” operation of the World Bank and co-financed by AIIB. Hence all activities under the program needs to be comply with Environmental and Social Systems Assessment (ESSA) Report of the Program. In this regard, the following Environment Social Health and Safety (EHS) requirements have been formulated to comply with the ESSA and the same needs to be adhered by the Authority and the Operator (as applicable) as part of the project during the currency of this Agreement;

1. Excluded Locations for various activities:

- 1.1. All activities associated with the Operation & Maintenance of Buses are proposed to be undertaken in the Maintenance Depots. For proposed modifications and related activities, the need for CTE “Consent to Establish” (if applicable) and CTO “Consent to Operate” renewal shall be obtained from Tamil Nadu Pollution Control Board (TNPCB) along with other licenses and permits by Authority.
- 1.2. No depot operation & maintenance works or disposal of wastes / wastewater or other activities shall affect demarcated forest area, critical habitats, archaeologically protected monuments/areas, or excluded as per Coastal Regulation Zone (“CRZ”) notification. The Authority shall ascertain and take required permissions if any activity requires CRZ clearance in any Maintenance Depot or any proposed Maintenance Depot.
- 1.3. Sites/ locations which should be excluded as per applicable siting criteria prescribed by TNPCB, master plan, excluded disaster zones, or other applicable criteria set out by National, State, Local Body will not be included in the Operation & Maintenance activity.
- 1.4. Activities that involve (i) purchase, storage, and use of banned pesticides/ insecticides/chemicals/asbestos, (ii) Contaminated Areas, not conducive for the proposed activity or use, will not be allowed.
- 1.5. Repairs and operation & maintenance in the depots shall be strictly in line with regulations, without any pollutants, waste, waste water discharge or safety concerns affecting any cultural resources, religious activities or sensitive areas including waterbodies, nalas, canals

2. Worker Facilities and Occupational Health & Safety (OHS)

- 2.1. All worker facilities & OHS shall be ensured as per regulations by the authority (for its

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employees employed for the Project under this Agreement) & the operators for its work force under GCC E-Bus Operations. The Maintenance Depots shall be provided by Authority in line with Factories Act/ other National / State regulations and it is the obligation of the Operator to operate and maintain it in compliance with Factories Act/ other National / State regulations throughout the Concession Period. This includes (but not limited to) canteen, crew accommodation, first aid, water supply, adequate number of clean & well-maintained toilets (separate for male/female workers) with continuous water supply & appropriate connection to public sewer or septic tank, lighting, signages, etc.

3. Materials, and Waste Management

- 3.1. Appropriate dust, noise, vibration, air pollution, waste and wastewater pollution prevention mechanisms and safety measures shall be adopted so that there is no disturbance to communities or sensitive receptors such as schools, hospitals etc. nearby
- 3.2. Solid waste (including dry, wet & sharps, biomedical wastes if any), C&D wastes (if any), e-waste (including electronics, solar panels etc), hazardous wastes (including existing asbestos if removed), batteries, chemicals & sludge shall be segregated at source & stored in different colour coded Bins, and treatment and disposed shall be arranged in municipal / other or own facilities as in corresponding Rules. No food waste shall be stored in the premise for more than 24 hours. No dumping of wastes inside or outside premises shall be permitted.
- 3.3. Asbestos waste (from roofs, pipes etc.) if any shall not be tampered. It shall be safely stored & transported in covered manner; & disposed at hazardous waste TSDF (Treatment, Storage and Disposal Facilities) in line with National State regulations& special SOPs. Effluent Treatment Plant (ETP) sludge, used oil, Batteries etc. shall be disposed as hazardous or e-waste as per consent conditions and / or existing regulations without any harm to environment or people.
- 3.4. Materials such as solvents, paints, packaging material, and wastes may release toxic gases & create accident risks if not handled in line with regulations and permit conditions. Need regular monitoring of compliance in line with Consent Conditions, permits & regulations.
- 3.5. Fuel including LPG, materials required for including ETP, canteen, painting areas, maintenance aspects etc need proper safe keeping only in approved quantities. Consent conditions shall be followed & monitored by the Authority. Hazardous materials permits shall be obtained.
- 3.6. Use C&D waste / recycled material as much as possible in the depot.
- 3.7. The Wastes and fuels, materials will be stored in a safe manner in such a way that it will not be affected by floods. Disaster management / Emergency Response Plan will be prepared & followed. All workers will be trained at intervals in emergency related response measures

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including Fire Safety. Fire safety measures will be in place in discussion with Fire & Rescue Department, Alternate entry, exist & emergency exist ways free of any obstructions & proper stacking of materials with ease of access for fighting fires, and Water storage for use during Fire in Water tanks will be maintained.

- 3.8. ETP sludge shall be checked for chemicals & hazardous matter & disposal arranged in line with Consent Condition. Consent shall be renewed as required & reports furnished to TNPCB on time.

4. Special Situations & Emergencies

- 4.1. Chance find procedures to be followed in line with regulations
- 4.2. All safety requirements shall be followed during emergencies. Hazards shall be identified & safety, emergency & Fire response plans shall be prepared and followed throughout the operations period
- 4.3. Disabled friendly infrastructure will be provided by the Authority at the Bus depot and the same to be operated and maintained by the operator in line with National / State regulations, guidelines and standards
- 4.4. Disabled friendly designed buses to be provided by the operator in line with National / State regulations, guidelines and standards.
- 4.5. The Operator shall ensure that no activity in Maintenance Depots shall hinder natural drainage. Suitable emergency response procedures shall be developed and followed so that there is no impact of pollution or safety in case of floods.
- 4.6. All hazardous material, batteries, fuels, chemicals, existing banned materials, tools and waste shall be segregated in separate well labeled containers and stored in areas that would not be affected by floods, winds etc.; and platforms above Highest Flood Level (HFL), with cut off drains, spill prevention and containment measures & SOPs.

5. Housekeeping & Greening the Depots

- 5.1. Good housekeeping shall be maintained at Depots at all times; without posing hazards, pollution or safety issues to the environment or people
- 5.2. No forest lands are converted and no tree cutting is anticipated during the Concession Period. However, greenbelt as per Consent Conditions and shrubbery/ landscaping currently maintained and handed over by the Authority shall be maintained by the Operator in good and healthy condition, for good ambience and emission absorptive properties and environmental benefits.

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6. Water & Wastewater Management

- 6.1. No further ground water exploitation is permitted. Rain Water Harvesting and storage to be developed by Authority. Operator shall use water supplied by Chennai Metropolitan Water Supply and Sewerage Board (CMWSSB) and any additional requirement should be managed through reuse of ETP treated water, rain water harvesting and by purchase of water from tankers.
- 6.2. Water used for bus cleaning shall be appropriately recycled and reused. The Recycled water shall be reused for Green Belt/Flushing/Fire hydrant activities. Authority has developed Rain Water Harvesting (RWH) facility already in existing RCC buildings and under process and maintenance shed for the all six depots. Operators have to maintain the Rain Water Harvesting (RWH) systems in full working conditions.
- 6.3. The Operator shall maintain the Water recycling and Ground Water (GW) recharging systems.
- 6.4. All waste & wastewater shall be discharged in line with regulations & qualities monitored & records maintained (quantity & quality of wastes, waste water) at each depot. Storm water from depot area shall not get contaminated
- 6.5. No sewage or effluents shall be disposed into the drains or water bodies etc. water from ETP will be recycled & reused

7. Monitoring & Record Keeping

- 7.1. The water used for Consumption (Drinking and Cooking) and Canteen use shall be tested periodically by Operator to conform to Indian Standards, and monitoring results shall be maintained as Records in the Maintenance Depot.
- 7.2. Records of sewage sent to fecal sludge management facility for the Maintenance Depots shall be maintained at the Maintenance Depots. ETP sludge shall be checked for chemicals & hazardous matter & disposal arranged in line with Consent Condition. Consent shall be renewed as required & reports furnished to Pollution Control Board (PCB) on time.
- 7.3. Solid Waste, Sewage and Treated Effluent from ETP shall be disposed in line with National/ State Regulations and Conditions in Consent to Operate & periodic reports shall be maintained at the Maintenance Depot, and submitted to TNPCB in line with regulations.
- 7.4. All records shall be kept at the Depots including incident reports, monitoring results, cleaning schedules, waste & effluent quantities etc.

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ANNEX 4

SCHEDULE-M : ESCROW AGREEMENT

(See Clause 27.1)

THIS ESCROW AGREEMENT is entered into on this the day of 20.....

AMONGST

_____ Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at (hereinafter referred to as the “**Operator**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

_____ (name and particulars of the Escrow Bank) and having its registered office at (hereinafter referred to as the “**Escrow Bank**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

.....name and particulars of Lenders’ Representative and having its registered office atacting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (herein after referred to as the “**Lenders’ Representative**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

The Authority of *****, represented by [**** and having its principal offices at *****] (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

The Operator, Lender Representatives, the Escrow Bank and the Authority shall collectively be referred as Parties and individually as Party, as the context requires

WHEREAS

- (A) The Authority has entered into a Supply cum Operation and Maintenance Agreement dated with the Operator (the “**Concession Agreement**”) for procurement, supply, operation and maintenance of 500 low floor electric buses and development of allied electric and civil infrastructure on gross cost contracting and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- (C) The Concession Agreement requires the Authority and the Operator to execute this Escrow Agreement, *inter alia*, on the terms and conditions stated therein.

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NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Agreement” means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

“Contract” means the Concession Agreement and annexed hereto as Annex-A, and shall include all of its contents including any amendments made thereto, Recitals, Schedules in accordance with the provisions contained in this behalf therein;

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Operator or the Authority, as the case may be and shall commence from the date on which a notice is delivered by the Authority or Operator, to the Operator or the Authority, as the case may be, with either the Operator or the Authority asking the other Party to cure the breach or default specified in such notice;

“Designated Account” shall mean the account created by GoTN under the Government Order

“Designated Cash Flow” shall mean any and all monies/amounts received, receivable and/or to be received directly or indirectly, in any form, including cash, cheques, demand drafts, pay orders, electronic transfer or in any other form and all such monies/amounts, with respect to the following.

- (a) an amount to maintain the Minimum Escrow Balance;
- (b) any other deposits/amounts made by the Authority for the Project
- (c) all grants, payments and financial support received from the State Government in relation to the Project;
- (d) all revenues generated and all the income accruing from the Project including but not limited to the User Fare and advertising revenue, deposits, etc. ; and
- (e) any other revenues or capital receipts from or in respect of the Project.

“Escrow Account” shall mean and include the account which the Authority shall open and establish with the Escrow Bank in relation to the Project and shall be an interest-bearing current account having account number as specified in **Annex A** opened and maintained with [_____ branch] of Escrow Bank, which shall be operated on the terms and conditions contained in this Agreement and as per Applicable Laws in which

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flows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be in accordance with the provisions of the Contract.

“**Escrow Default**” shall have the meaning ascribed thereto in Clause 6.1;

“**Lenders’ Representative**” means the person referred to as the Lenders’ Representative in the foregoing Recitals;

“**Financial Institution/Third Party**” means, in relation to any payment an entity appointed by the Government of Tamil Nadu pursuant to the Government Order

“**Govt Order/Notification**” shall mean Government of Tamil Nadu vide Government Order No.

“**Minimum Escrow Balance**” shall mean deposit in the Escrow Account a sum equal to 3 (three) months’ estimated Fees payable under the Contract by the Authority to the Operator.

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

“**Payment Date**” means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

“**Project**” means the supply, operation and maintenance of Buses and the Fit Out Works, operation and maintenance of the Maintenance Depots in accordance with the provisions of the Contract and includes all works, services and equipment relating to or in respect of the Scope of the Contract.

1.2 Interpretation

1.2.1 References to Lenders’ Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders’ Representative, acting for and on behalf of Senior Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Contract shall, unless repugnant to the context, have the meaning ascribed thereto in the Contract.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Contract shall apply, *mutatis mutandis*, to this Agreement.

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2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Authority hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Operator in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Authority hereby declares that all rights, title and interest in and to the Escrow Accounts shall be vested in the Escrow Bank and held in trust for the Authority, Lenders' Representative and the Operator, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Operator shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Accounts during the term of this Agreement and shall treat the amount in the Escrow Accounts as monies deposited by the Operator, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Operator or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within {insert number of days} days from the date of this Agreement, and in any case prior to the Appointed Date, the Authority shall open and establish the Escrow Account with the... (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Authority shall, after consultation with the Operator and the Authority agree on the detailed mandates, terms and conditions, and operating

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procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

- 2.3.4 The Authority covenants, that in the event of shortfall of the Minimum Escrow Balance in the Escrow Account at any time during the duration of this Escrow Agreement, the Escrow Bank shall have irrevocable authority to intimate the “Financial Institution/Third Party” that the Escrow Account is short of such amount as is required to maintain the Minimum Escrow Balance and the “Financial Institution/Third Party” shall upon mere intimation from the Escrow Bank in this regard without any further confirmation from the Authority, transfer such amount as is required to maintain the Minimum Escrow Balance in the Escrow Account.

2.4 Escrow Bank’s fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Parties. Such fee and expenses shall be appropriated from the Escrow Accounts in accordance with Clause 4.1.

2.5 Rights of the parties

Save and except as otherwise provided in the Concession Agreement, The rights of the Authority, the Lenders’ Representative and the Operator in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders’ Representative and the Operator shall have no other rights against or to the monies in the Escrow Account.

2.6 Substitution of the Operator

The Parties hereto acknowledge and agree that upon substitution of the Operator with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Operator under this Agreement on and with effect from the date of substitution of the Operator with the Nominated Company.

3 DEPOSITS INTO ESCROW ACCOUNTS

3.1 Deposit by the Authority

- 3.1.1 The Authority agrees and undertakes that it shall ensure that the Escrow Account shall have a sum equal to 3 (three) times the (1) one month estimated Fee payable to the Operator on the first day of every month (“Minimum Escrow Balance”) and the Authority shall deposit or cause to be deposited into and/or credit the Escrow Account a sum so as

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to maintain Minimum Escrow Balance.

- 3.1.2 The Authority agrees and undertakes that it shall deposit or cause to be deposited into and/or credit the Escrow Account every month the Designated Cash Flow amount.
- 3.1.3 Any amounts towards Termination Payment due to the Operator.
- 3.1.4 All payments due to the Operator towards any Damages payable by the Authority under and in accordance with the terms of this Agreement.

3.2 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Authority in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

3.3 Deposit by the Operator

- (a) All money received in relation to the Project from any source, including the Senior Lenders, Lenders of Subordinated Debt and the Authority;
- (b) Amount received amount towards insurance claims, if any, received.

3.4 Deposit from the Designated Account

Amount towards ensuring Minimum Escrow Balance from the Designated Account in terms of Clause 22.6.1 of the Concession Agreement.

3.5 Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the Bus Supplier/OEM under and in accordance with the express provisions contained in this behalf in the financing agreements.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

- 4.1.1 At the beginning of every month or at such intervals as the Authority may by written instructions determine, the amount standing to the credit of the Escrow Account shall be

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withdrawn and appropriated in the following order by depositing such amounts for making due payments and if such payments are not due in any month, then retain such monies in the Escrow Account and pay out therefrom on the Payment Date(s):

- (a) All taxes due and payable by the Operator for and in respect of the Project;
- (b) All Fees due and payable to the Operator subject to and in accordance with Article 22 certified by the Authority as due and payable to it;
- (c) All payments and Damages certified by the Authority as due and payable to it by the Operator; and
- (d) Balance, if any, in accordance with the instructions of the Authority.

Provided further that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

4.2 Withdrawals upon Termination

Upon Termination of the Contract, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, shall be appropriated in the following order:

- (a) all taxes due and payable by the Operator for and in respect of the Project;
- (b) 90% (ninety per cent) of Debt Due;
- (c) all payments and Damages certified by the Authority as due and payable to it by the Operator;
- (d) retention and payments relating to the liability for defects and deficiencies set forth in Article 37;
- (e) outstanding Debt Service including the balance of Debt Due;
- (f) incurred or accrued Fees;
- (g) any payments due and payable to the Authority;
- (h) any other payments required to be made under this Agreement; and
- (i) balance, if any, in accordance with the instructions of the Authority.

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

Provided further that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

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4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall remain deposited in the Escrow Account.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

15 (fifteen) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Authority as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances and any anticipated shortfall in the Escrow Account as at the close of business on the immediately preceding business day. In the event of any such shortfall, the Authority shall meet the same by crediting adequate sums to the Escrow Account from its own financial sources.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Authority upon a certificate signed by or on behalf of the Authority;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 7 (seven) business days after receipt, deliver a copy to the Authority acting

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through..... (name to be specified by the Authority) of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Operator or any other person hereunder or in connection herewith; and

- (d) shall, within 7 (seven) business days after receipt, deliver a copy to the Operator of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Authority or any entity in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Accounts. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Authority Default

Following events shall constitute an event of default by the Authority (an "Authority Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Operator:

- (a) the Authority commits breach of this Agreement by failing to deposit any monies into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 30 (thirty) business days;
- (b) the Authority causes the Escrow Bank to transfer funds to any account of the Authority in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account in which such transfer should have been made, within a Cure Period of 30 (thirty) business days; or
- (c) the Authority commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 30 (thirty) business days.

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6.1.1 Operator Default

Following events shall constitute an event of default by the Operator (an “**Operator Escrow Default**”) unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

- (a) the Operator causes the Escrow Bank to transfer funds to any account of the Operator in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account in which such transfer should have been made, within a Cure Period of 30 (thirty) business days;
- (b) the Operator commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 30 (thirty) business days.

6.1.2 Upon occurrence of an Authority Escrow Default or Operator Escrow Default, as the case may be, the consequences thereof shall be dealt with under and in accordance with the provisions of the Contract.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall unless terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provisions of this Clause by written notice from the Authority and the Operator and thr to the Escrow Bank, remain in full force and effect for the duration of the Contract.

7.2 Substitution of Escrow Bank

The Authority may after consultation with the Operator, by not less than 30 (thirty) days prior notice to the Escrow Bank, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.₂

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Authority made on or after the payment by the Authority of all outstanding amounts under the Contract including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments from the Operator and/or holders of the sub-accounts as the case may be, close the Escrow Account and pay any amount standing to the credit thereof to the Authority. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be

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terminated

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

The Authority and the Operator shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from the Escrow Account pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the restrictions on withdrawals by the Operator or the Authority in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and Third Party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Operator will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Operator to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract.

9.1.3 The Escrow Bank will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it

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is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 7 (seven) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

10.1 Dispute resolution

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Nani Palkhivala Arbitration Centre, Chennai ("**the Rules**") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The venue of arbitration shall be Chennai and the language of arbitration shall be English.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Chennai shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

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

11.3 Priority of agreements

In the event of any conflict between the Contract and this Agreement, the provisions contained in the Contract shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the parties

11.5 Waiver

Waiver by any party of a default by another party in the observance and performance of any provisions of or obligations under this Agreement:

- (a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of the provision of or obligations under this Agreement.
- (b) Shall not be effective unless it is in writing and executed by a duly authorised representative of the party and
- (c) Shall not affect the validity or enforceability of this Agreement in any manner.

11.6 No third-Party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights here under,

11.7 Survival

11.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication

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survive termination hereof; and

- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to Dispute Resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

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

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The addresses for service of each Party, its facsimile number or e-mail, are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

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11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND SIGNED, SEALED AND
DELIVERED DELIVERED

For and on behalf of For and on behalf of ESCROW BANK

by: AUTHORITY by:

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of OPERATOR in the presence of:

- 1.
- 2.