

Bidder's Request for Clarification

S. No.	Clause No.	Page No.	Content of RFP requiring Clarification	Ammendments or Clarification Required	Final Approved Response	Name of the Organization	Category
1	6.3, (b) Bus Operator Qualification Criteria	19	The bus operator should have at least one Project reference of minimum operation of 100 electric buses in last one year.	The bus operator should have at least one Project reference of minimum operation of 100 electric buses/HSD Buses in last one year or have total minimum operation of 500 HSD Buses. Reason: As the electric bus Industry is comparatively new in India, only a few number of Bus Operator have experience in operating Electric Buses and the number of Electric Buses they are managing is comparatively low as well. However, the same Operators have the experience of executing projects with large no. of Bus Fleets (HSD Buses). By restricting the participation to "minimum operation experience of 100 electric buses" only, the bid will be submitted only by 2-3 OEM's. The pricing quoted by such bidders would not be competitive as the number of bidders will be very less	RFP Clause Prevails	Chartered Speed Limited	Qualification Criteria
2	6.3, (b) Bus Operator Qualification Criteria	19	The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 200 crores for last Three Financial Years as per Auditor's certificate	The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 175 crores for last Three Financial Years as per Auditor's certificate. Reason: The transport industry specifically the Bus Operators have suffered heavy losses during Covid (FY 2020-2021 and FY 2021-22) and was only able to recover in the second half of the Year 2022. Kindly consider to reduce the turnover requirement.	The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 100 crores for last Three Financial Years as per Auditor's certificate. The Bus Operator shall have minimum Rs. 20 Crore average Net worth during the last 3 (three) Financial Years. The Operator shall submit the Certificate of Chartered Accountant as per the Annexure attached, in this regard	Chartered Speed Limited	Qualification Criteria
3	6.3, (b) Bus Operator Qualification Criteria	19	The Bus Operator shall have minimum Rs. 100 Crore average Net worth during the last 3 (three) Financial Years.	The Bus Operator shall have minimum Rs. 50 Crore average/Positive Net worth during the last 3 (three) Financial Years.	Turnover for Operator is 100 Cr & net worth is 20 Cr	Chartered Speed Limited	Qualification Criteria
4	10, Performance Security	26	Performance Security shall be of 5% value of the contract amount calculated.	Performance Security shall be of 3% value of the contract amount calculated. Reason: 5% performance security is a huge amount for 200 Bus contract. Tender issued by CESL where the no. of buses was far more than 200 had capped performance Security at 3%. Further, the amount of EMD will also be add upto the performance security. Kindly consider to change it to 3%	RFP Clause Prevails	Chartered Speed Limited	Finance
5	25.4 (d), Revision of fee	86	The Parties agree that the Fee shall be revised every 6 (six) months from the 3rd year onwards on the basis of variation in electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement ("Fee Revision").	The Electricity Charges should be revised every month from the date of COD as the tariffs for Electricity keeps changing. CPIIW and WPI is okay to revise from the 3rd year onwards however electricity charges should be changed on actual basis.	RFP Clause Prevails	Chartered Speed Limited	Finance
6	25.4 (d), Assured Payment after Reconciliation	88	Assured Payment Amount for Unutilised Kms = $0.35 \times (T_m - T_a) \times$ Applicable Kilometre Charge	Assured Payment Amount for Unutilised Kms = $0.5 \times (T_m - T_a) \times$ Applicable Kilometre Charge As all the costs incurred in operating Electric Buses is fixed in nature request you to consider the change.	RFP Clause Prevails	Chartered Speed Limited	Finance
7	26, Taxes and Statutory Levies	90	Point 3- Motor Vehicle Tax- Operator	Please delete the point 3 as the responsibility is of Authority as mentioned in point 9 and on Page 119, point 8.	Motor Vehicle Tax-Authority	Chartered Speed Limited	Contract Agreement
8		36	Provisional/Audited Financial for the FY 2022-23	It is not possible to provide the provisional or Audited Financials as the financial year has just ended and the Company is in process of preparing the same. Kindly consider the last 3 year to be: 2021-22, 2020-21 and 2019-2020	RFP Clause Prevails	Chartered Speed Limited	Finance
9	6.3, (b) Bus Operator Qualification Criteria	18	OEM Avg Annual TO for last 3 FY more than 200cr.	Consider Avg. Annual TO to 150cr.	RFP Clause Prevails	Traveltime Mobility India Pvt Ltd	Qualification Criteria
10	6.3, (b) Bus Operator Qualification Criteria	18	OEM Net Worth for last 3 FY more than 100cr.	Consider Net Worth to 25cr.	RFP Clause Prevails	Traveltime Mobility India Pvt Ltd	Qualification Criteria
11	1.(A) Introduction & Scope of Work	8	Capital Region Urban Transport (CRUT) intends to use Electric Buses for its operations for promoting clean and green shared mobility on a Gross Cost Contract (GCC) basis through appointment of Electric Bus Fleet Operator. Towards this end, this Request for Proposal (RFP) is being hereby published for inviting proposals for procurement, operation and maintenance of 200 Nos of 9 M-10M Midi AC Electric Buses and Allied Electrical & Civil Infrastructure with the capacity to run atleast 260 kilometre per day per bus.	Kindly request you to consider 50% of tender quantity as 12m Electric Buses and 10 Double Decker Buses	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Qualification Criteria
12	1.(A)Introduction & Scope of Work	8	The selected Operator shall also establish complete charging Infrastructure including Electric Transformer infrastructure, Electric connection and allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	Kindly request you to consider 12years as fixed Contract	The selected Operator shall establish complete charging Infrastructure including downstream Electric connections and all other allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	M/s. Switch Mobility Automotive Limited	Contract Agreement
13	1.(A) Introduction & Scope of Work	8	Detailed Scope of the Operator broadly includes ii. Electricity cost for charging of buses will be borne by the operator. Even all the charges towards the electric connection shall be borne by the operator only.	The Cost towards Electricity Connection till the Depot Premises shall be in the scope of Authority	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Charging Infrastructure

14	1.(A) Introduction & Scope of Work	9	ix. In this bus operations all the necessary charging infrastructure like transformers, 11 KV/ 33 KV HT line, Electric connection are in the scope/ responsibility of the bidder.	The Cost towards Electricity Connection 11kV/33kV HT line till the Depot Premises shall be in the scope of Authority	ix. In this bus operations provision of the necessary charging infrastructure i.e. transformers, 11 KV/ 33 KV HT line, Electric connection are in the scope/ responsibility of the Authority.	M/s. Switch Mobility Automotive Limited	Charging Infrastructure																																										
15	2. Key Terms	9	Authority will assist the operator to take 11/22KV power supply line at the Depot in the city. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance.	Authority will assist shall provide to the operator to take 11/22KV power supply line at the Depot in the city. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance.	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Charging Infrastructure																																										
16	2.Key Terms	9	The Bidder shall submit, along with the bid, Bus specifications as per format asked. It shall also provide offered Bus Type Approval certificate (9M-10M: Type I) issued by authorized test agencies as per CMVR 126 from Institutions such as ARAI for operating these electric buses within the city and as well from city to Satellite towns. These Electric buses are intended to operate within cities and their nearby satellite towns/ as intercity buses as per the routes mentioned in the tender document.	The Bidder shall submit, along with the bid, Bus specifications as per format asked. It shall also provide offered any one Bus Type Approval certificate (9M-10M: Type I) issued by authorized test agencies as per CMVR 126 from Institutions such as ARAI for operating these electric buses within the city and as well from city to Satellite towns. These Electric buses are intended to operate within cities and their nearby satellite towns/ as intercity buses as per the routes mentioned in the tender document.	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Contract Agreement																																										
17	DELIVERY SCHEDULE:	10	<table><tr><th>S. No.</th><th>Description</th><th>Timeline</th></tr><tr><td>1</td><td>Issue of LOA</td><td>M</td></tr><tr><td>2</td><td>Procurement</td><td>Max 1 Month</td></tr><tr><td>3</td><td>Delivery of 1st Lot</td><td>Max 3 Months</td></tr><tr><td>4</td><td>Delivery of 2nd Lot</td><td>Max 4 Months</td></tr><tr><td>5</td><td>Delivery of 3rd Lot</td><td>Max 5 Months</td></tr><tr><td>6</td><td>Delivery of rest of the Buses</td><td>Max 6 Months</td></tr></table>	S. No.	Description	Timeline	1	Issue of LOA	M	2	Procurement	Max 1 Month	3	Delivery of 1 st Lot	Max 3 Months	4	Delivery of 2 nd Lot	Max 4 Months	5	Delivery of 3 rd Lot	Max 5 Months	6	Delivery of rest of the Buses	Max 6 Months	<table><tr><th>S. No.</th><th>Description</th><th>Timeline</th></tr><tr><td>1</td><td>Issue of LOA</td><td>M</td></tr><tr><td>2</td><td>Procurement</td><td>Max 1 Month</td></tr><tr><td>3</td><td>Delivery of 1st Lot</td><td>Max 3 Months</td></tr><tr><td>4</td><td>Delivery of 2nd Lot</td><td>Max 4 Months</td></tr><tr><td>5</td><td>Delivery of 3rd Lot</td><td>Max 5 Months</td></tr><tr><td>6</td><td>Delivery of rest of the Buses</td><td>Max 6 Months</td></tr></table>	S. No.	Description	Timeline	1	Issue of LOA	M	2	Procurement	Max 1 Month	3	Delivery of 1 st Lot	Max 3 Months	4	Delivery of 2 nd Lot	Max 4 Months	5	Delivery of 3 rd Lot	Max 5 Months	6	Delivery of rest of the Buses	Max 6 Months	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Delivery Schedule
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18	6.1(Pre- Qualification Criteria)	17	Consortium is permitted to participate in Bidding Process. Maximum number of consortium members is limited to 2(Two) members (OEM/Operator), with respective qualifications and role as provided for in Bidding Conditions for Single Bidders and Consortiums.	Kindly request you to allow Consortium of Maximum 3 Members	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Qualification Criteria																																										
19	6.2.Bidding Conditions for Single Bidder and Consortium	17	If the Bid is by a Single Bidder, the Bidder should be a registered Electric Bus Manufacturer (Original Equipment Manufacturer for Electric Buses shortly called "OEM" henceforth) or Operator only who is meeting the prescribed qualifications for OEMs and Operator who is supplying the Buses under this Project.	If the Bid is by a Single Bidder, the Bidder should be a registered Electric Bus Manufacturer (Original Equipment Manufacturer for Electric Buses shortly called "OEM" henceforth) or any of its Associates or Operator only who is meeting the prescribed qualifications for OEMs and Operator who is supplying the Buses under this Project.	The eligibility Criteria for single bidder would include the criteria for both OEM and Bus Operator(Financial and Technical Qualification)	M/s. Switch Mobility Automotive Limited	Eligibility Criteria																																										
20	6.2.Bidding Conditions for Single Bidder and Consortium	18	Single Bidder shall have minimum Average Annual turnover of 200 crores for the last 3 financial years and shall have minimum Average Net worth of 100 Crores for the last 3 financial years. In case of consortium, at least 51% of Turnover and Net worth criterion shall be met by Lead member. CA certificate is mandatory.	Kindly request you to consider the collective strength of the Consortium	Aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required by the Bidder shall be permitted.	M/s. Switch Mobility Automotive Limited	Eligibility Criteria																																										
21	6.3. Qualification Criteria for Bidders	18	Clause to be added:	Aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required by the Bidder shall be permitted.	Aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required by the Bidder shall be permitted.	M/s. Switch Mobility Automotive Limited	Qualification Criteria																																										
22	10. Performance Security (PS):	26	Before signing of the Bus Operator Agreement, the Successful bidder(s) shall furnish Performance Security for the said project in the form of Bank Guarantee Performance Security shall be of 5% value of the contract amount calculated. If the Bidder, fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.	Before signing of the Bus Operator Agreement, the Successful bidder(s) shall furnish Performance Security for the said project in the form of Bank Guarantee Performance Security shall be of 5% - 3% value of the contract amount calculated. If the Bidder, fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Performance Security																																										
23	10. Performance Security (PS):	26	The Performance Security shall remain in full force and effect during the Contract period and 180 days thereof that would be taken for satisfactory performance and fulfilment in all respects of the contract. On the performance and completion of the contract in all respects, the Performance Security will be returned to the Operator without any interest.	Kindly request you to consider the Performance Bank Guarantee initially for a period of 3years and the same shall be renewed before expiry.	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Performance Security																																										
24	Annexure 15	53	Depot Details shall be shared post award of LOA to Bidder.	Kindly provide us the following: i) No. of Depots along with details of Depots ii) No. of Buses per Depot iii) Available Infrastructure at depots	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Charging Infrastructure																																										
25	Annexure 12	48	It is mandatory for the bidders to offer the rates with subsidy.	In the Price Bid, it is mentioned to quote rates with Subsidy. Kindly clarify us on the amount of Subsidy available for the tender.	Evaluation of the price bids will be on the basis of total rate without subsidy.	M/s. Switch Mobility Automotive Limited	Subsidy																																										
26	2.3.Subsidy	71	Decision on release of subsidy shall be taken only on receipt of the same as per prevailing government schemes.		Evaluation of the price bids will be on the basis of total rate without subsidy.	M/s. Switch Mobility Automotive Limited	Subsidy																																										
27	2.4.2. Lock in Period for Consortium	72	The members of Consortium shall remain in Consortium for a Lock-In Period for the Contract Period and the share holdings pattern of the members of the consortium shall remain same throughout the Contract Period i.e. Lead member shall be the lead member throughout the contract period.	Kindly request you to consider the below: Selected Bidder/Consortium Members}, together with {its/their} Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof till the COD and (ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period;	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Contract Agreement																																										

28	4.2.Responsibilities during “Operations Period”	75	j. Make available to the Authority 200 Nos. of 9M-10M Midi Electric AC buses for operations all the time. The Operator is expected to keep spare fleet to meet this requirement. The bidder may refer Annexure regarding Fines/Damages in this regard.	j. Make available to the Authority 200 Nos. of 9M-10M Midi Electric AC buses for operations with 92% fleet availability all the time. The Operator is expected to keep spare fleet to meet this requirement. The bidder may refer Annexure regarding Fines/Damages in this regard.	j. Make available to the Authority 200 Nos. of 9M-10M Midi Electric AC buses for operations with 95% fleet availability all the time. The Operator is expected to keep spare fleet to meet this requirement. The bidder may refer Annexure regarding Fines/Damages in this regard.	M/s. Switch Mobility Automotive Limited	Contract Agreement
29	20. HANDOVER OF PARKING SPACE AND BUS DEPOT	82	20.5. Authority will assist the operator to take 11/33 KV HT power line available at Parking Space. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution. The Operator shall also be liable to pay bills for utilities such as electricity, water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator.	will assist shall provide to the operator to take 11/33 KV HT power line available at Parking Space. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution. 20.5. Authority The Operator shall also be liable to pay	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Charging Infrastructure
30	22. ROUTES AND SCHEDULES	82	22.1. The tentative routes for the 200 buses will be shared after delivery of the buses/ before COD. Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the Contracted Buses as a part of the Fleet Deployment Plan throughout the Contract Period.	Kindly request you to provide the routes and schedules	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Contract Agreement
31	24. ADVERTISEMENT ON THE BUSES	83	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.	In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at the cost of Authority	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages, the cost of damages shall be borne by the Authority.	M/s. Switch Mobility Automotive Limited	Contract Agreement
32	25.1.Calculation of Kilometres of Buses	84	i. The Authority shall pay the kilometer charges through Escrow Account for the actual effective kilometres at the rate determined through the tender process. 1. Distance operated for making payment will be reckoned from the appointed terminus for plying vehicles as per the kilometres of the trip distance as per time table. 2. Distance travelled by the Contracted Bus from the Bus Depot/Parking Space to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot/Parking Space at the end of the day's service shall be considered if operated as per schedule provided by the Authority. 3. Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements, shall be considered.	i. The Authority shall pay the kilometer charges through Escrow Account for the actual effective kilometres at the rate determined through the tender process. 1. Distance operated for making payment will be reckoned from the appointed terminus for plying vehicles as per the kilometres of the trip distance as per time table. 2. Distance travelled by the Contracted Bus from the Bus Depot/Parking Space to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot/Parking Space at the end of the day's service shall be considered if operated as per schedule provided by the Authority. 3. Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements, shall be considered. 4. Distance travelled by a Contracted Bus for To & Fro Intermediate Charging Locations	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Finance
33	i) Payment for Unutilised Kilometres	88	Assured Payment Amount for Unutilised Kms = $0.35 \times (T_m - T_a) \times \text{Applicable Kilometre Charge}$ Where, T_m = Assured Bus Kilometres T_a = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision.	Assured Payment Amount for Unutilised Kms = $0.35 \times (T_m - T_a) \times \text{Applicable Kilometre Charge}$ Where, T_m = Assured Bus Kilometres T_a = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision.	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Finance
34	ii) Payment for Excess Kilometres	88	Assured Payment Amount for Excess Kms = $0.65 \times (T_a - T_m) \times \text{Applicable Kilometre charge}$ where T_a = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision T_m = Assured Bus Kilometres	Assured Payment Amount for Excess Kms = $0.65 \times (T_a - T_m) \times \text{Applicable Kilometre charge}$ where T_a = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision T_m = Assured Bus Kilometres	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Finance
35	31. FINES/DAMAGES	99	31.4. Capping of Penalties: The total penalties shall be limited to 10% of the monthly invoice amount. If the capping of the penalties exceed the 10% limit of the monthly invoice amount in a continuous period of 6 months then the termination clause shall be invoked.	31.4. Capping of Penalties: The total penalties shall be limited to 10% 5% of the monthly invoice amount. If the capping of the penalties exceed the 10% 5% limit of the monthly invoice amount in a continuous period of 6 months then the termination clause shall be invoked. 31.4. Capping of Penalties: The total penalties shall be limited to	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
36	41. SUB CONTRACT	107	SUB CONTRACT NOT ALLOWED	Kindly request you to allow Subcontracting for Operation and Maintenance of Buses	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Contract Agreement
37	44. SHORT CLOSURE OF PROJECT	111	The Authority reserves the right to short close the agreement due to administrative/technical/safety/financial reasons in the interest of common cause with a prior notice of 6 (six) months in writing at any time from COD.	Request for deletion of this clause	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Contract Agreement
38	General Design Features of the Bus	130	2.8. The bus structure would meet requirements of structural strength, stability, deflection, vibration, crash worthiness, roll over protection etc. amongst others for at least the following main loads including those as per annexure 3 of UBS II:	2.8. The bus structure would meet requirements of structural strength, stability, deflection, vibration, crash worthiness, roll over protection etc. amongst others for at least the following main loads including those as per annexure 3 of UBS II: 2.8. The bus structure would meet requirements of structural strength, stability, deflection, vibration,	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical

39	General Design Features of the Bus	130	2.12. Manufacturer's certificate supported by testing and type approval agency 's certificates along with the bus as also technical specifications/drawings required for inspection, performance assessment as above to be supplied along with the bus. Besides meeting the statutory requirements, the bus would be designed with respect to its body and different aggregates/systems /sub systems to operate satisfactorily in urban transport service for at least 12 years or 11,00,000 Kms whichever is later.	2.12. Manufacturer's certificate supported by testing and type approval agency 's certificates along with the bus as also technical specifications/drawings required for inspection, performance assessment as above to be supplied along with the bus. Besides meeting the statutory requirements, the bus would be designed with respect to its body and different aggregates/systems /sub systems to operate satisfactorily in urban transport service for at least 12 years or 10,00,000 Kms whichever is earlier 11,00,000 Kms whichever is later.	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
40	General Design Features of the Bus	130	2.13. Detailed schematic drawings of bus structure, seats, interior/ exterior fittings, electrical systems, wiring looms / harness, photometric items and other accessories along with complete details of materials used, their specification, manufacturing tolerances etc. would be provided by the bus manufacturer/ Bodybuilder. Additionally, details /drawings of mounting / fastening bus body to chassis1 to be provided along with the bid specifically bringing out whether bus body would be welded and integrated to chassis or fastened using fasteners along with applicable mechanism system /arrangement. Detailed Circuit diagrams for electrical be also provided by the bidder/bus manufacturer. Electric wiring in the bus (other than EPS) would be of multiplexing type. Additional details of wiring for electric propulsion system, inter-alia indicating location of battery packs, traction controller, cooling system, safety mechanisms, etc with appropriate colour code etc would be supplied with the bid.	<u>All schematic drawings, details of Propulsion system and its subsystems, details of Traction Controller system, Front& Rear Axles of bus will be provided at the time of Prototype Inspection</u>	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
41	23. Floor	139	23.5. Floor would be fitted with fire retardant 19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 – 1.25 gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000(IS15061:2002) or chequered plywood 19mm thick.	23.5. Floor would be fitted with fire retardant 19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 – 1.25 gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000(IS15061:2002) or chequered plywood 19mm thick. 23.5. Floor would be fitted with fire retardant 12mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 – 1.25 gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000(IS15061:2002) or chequered plywood 19mm thick.	23.5. Floor would be fitted with fire retardant 12mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 – 1.25 gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000(IS15061:2002) or chequered plywood 19mm thick.	M/s. Switch Mobility Automotive Limited	Technical
42	49. Performance Statement	151	48.1. Bus manufacturers would furnish following information for performance evaluation of bus chassis and/ or complete buses supplied to other customers and now in service for at least 2 years. The information should be furnished separately order wise:	48.1. Bus manufacturers would furnish following information for performance evaluation of bus chassis and/ or complete buses supplied to other customers and now in service for at least 2-1 years. The information should be furnished separately order wise:	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
43	7.Suspension system	160	Air suspension at front and rear.	Kindly request you to consider Air/Waveller suspension at Front and Air Suspension at Rear	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
44	7.5	160	Shock absorbers: Hydraulic double acting 2 at front & 2/4 at rear	Shock absorbers: Hydraulic double acting 2/4 at front & 2/4 at rear	Shock absorbers: Hydraulic double acting 2/4 at front & 2/4 at rear	M/s. Switch Mobility Automotive Limited	Technical
45	7.6 Controls (Optional)	160	Electronically controlled air suspension system	Electronically/Mechanically controlled air suspension system	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
46	8. Braking system	160	Mandatory ABS with Disc brake in front and rear mandatory.	<u>Kindly request you to consider Disc Brake at Front and Disc/Drum Brake at Rear</u>	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
47	9.2 Electrical wiring & controls - type	161	Multiplexing type – As specified separately under ITS specifications and Conforming to IP67.	<u>Kindly request you to consider IP rating as per UBS II/AIS 153</u>	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
48	13.1.a	161	Overall length (over body excluding bumper): 9000+500 mm	<u>Minimum 9200mm + 300 mm</u>	Overall length (over body excluding bumper): 9000±100 mm	M/s. Switch Mobility Automotive Limited	Technical
49	13.1.b	161	Overall width (sole bar/floor level- extreme points): 2600 (maximum)	Overall width (sole bar/floor level- extreme points): 2600 ((maximum) <u>(minimum)</u>)	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
50	15.7.1.n	165	Number of seats: 30seats + driver	<u>Seating: Minimum 33+Driver and 17 standees</u>	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical

51	15.5.d.Floor surface material	164	19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 – 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 19mm thick	19mm-12mm-thickness-phenolic-resin-bonded-densified-laminated-compressed-wooden-floor-board-(both-side-plain-surface)-having-density-of-0.95-1.25-gms/cc-conforming-to-IS-3513-(Part-3)-type-VI-1989-or-latest-The-flooring-should-also-be-boiling-water-resistant-as-for-marine-board-BIS:710-1976/-latest-and-fire-retardant-as-per-BIS:5509-2000-(IS15061:2002)-or-Chequered-Plywood-19mm-thick	15 Bus body 15.5 Floor type/Materials etc. d. Floor surface material: 12mm to 19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 19mm thick	M/s. Switch Mobility Automotive Limited	Technical
52	15.7.1.j	165	Clearance space for seated Passenger facing partition (mm): Minimum 350	Clearance space for seated Passenger facing partition (mm): Minimum 350-300	Clearance space for seated Passenger facing partition (mm): Minimum 300	M/s. Switch Mobility Automotive Limited	Technical
53	16.3	166	As per AIS 052 Two nos. one Manual Battery cut – off switch (isolator switch) near driver's seat and one electronic on drivers dash board	Two One nos. one Manual Battery cut – off switch (isolator switch) near driver's seat and one electronic on drivers dash board As per AIS 052	One nos. one Manual Battery cut – off switch (isolator switch) near driver's seat, one electrically operated Battery Cut-off switch on drivers dash board should be provided	M/s. Switch Mobility Automotive Limited	Technical
54	17.ITS enabled bus	167	Compliance to chapter 10 of UBS-II, capability to upgrade in the future in compliance to the latest technology.	Kindly request you to consider ITS as per AIS 140	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
55	18.16	167	Towing device front/rear: Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type Towing device front and rear required	Kindly request you to consider the Towing device at front or rear	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
56	21.1	168	Air circulations and ventilation in driver's area: An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab. Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment	An air passage/duct/roof hatch or 200 mm diameter fan to be provided in driver area at a suitable location for proper inflow of air inside the driver cab. Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3-1 speed adjustment	RFP Clause Prevails	M/s. Switch Mobility Automotive Limited	Technical
57	23.Destination Boards	169	Four destination boards, internal, front, side and rear to be provided. Front and rear destination boards should be part of the bus body structure and not fitted externally.	Four destination boards, internal, front, side and rear to be provided. Front and rear destination boards should be part of the bus body structure and not fitted externally.	Four destination boards(ITS), internal, front, side and rear to be provided. Two Manual Front and rear destination boards should Provided. The Destination board should be part of the bus body structure and not fitted externally.	M/s. Switch Mobility Automotive Limited	Technical
58	1.(A) Introduction & Scope of Work	8	The selected Operator shall also establish complete charging Infrastructure including Electric Transformer infrastructure, Electric connection and allied Civil Infrastructure at the depots identified by Authority	We request you to share the details of the Civil Infrastructure facilities that will be provided by the Authority and also confirm the Scope of Civil Infrastructure facilities that are under Operator Scope	RFP Clause Prevails	eveytransprivatelimited	Charging Infrastructure
59	1.(A) Introduction & Scope of Work	8	Authority intends to deploy Electric buses for Public transport services with in the Cities and their nearby satellite towns as per the tentative routes provided in the tender by the Authority	Kindly confirm the number of buses that will be put in City Operation and number of buses that are under Inter-city Operation	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Contract Agreement
60	8.3. Opening of Price Bids:	24	Conditions – Vehicle should operate for i. 9M-10M Intracity Bus should be capable of running min of 260 kms + 10% contingency (with 80% SOC) and with one intermediate charge in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 75 minutes including charging time and travel time to charging station. ii. 9M-10M Intercity Bus should be capable of running 260 kms + 10% contingencies (with 80% SOC) and with one intermediate charge in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs; with one-time shift changeover time of not more than 75 minutes including charging time and travel time to charging station	Kindly confirm the number of buses that will be put in City Operation and number of buses that are under Inter-city Operation	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Contract Agreement
61	2. Key Terms	9	Typical average speeds for bus operations are around 20-25 km/hr depending on route conditions. Authority operation hours are 05.30 AM to 12:00 PM. Vehicle shall run for minimum 260 Km in a day	Average speed (20-25 km/hr), operation hours 05.30 AM to 12:00 PM (6.5 hours) and minimum 260 KM in day are contradicting	Typical average speeds for bus operations are around 20-25 km/hr depending on route conditions. Authority operation hours are 05.30 AM to 12:00 AM. Vehicle shall run for minimum 260 Km in a day	EVEY Transport Pvt. Ltd.	Contract Agreement
62	2. Key Terms	9	Power and space required for Fast charging or swapping or Flash charging on end route or terminals shall be procured by Operator itself.	We request you to ammend the clause as mentioned below: Power and space required for Fast charging or swapping or Flash charging on end route or terminals shall be procured by Operator itself Authority.	Power and space required for Fast charging or swapping or Flash charging on end route or terminals till the Upstream Infrastructure shall be provided by the Authority	EVEY Transport Pvt. Ltd.	Charging Infrastructure
63	2.Delivery Schedule	10	Delivery Schedule: The expected Schedule for providing prototype and delivery of AC Electric buses as per following schedule from the Date of awarding the contract: S.No Description Timelines 1 Issue of LOA M 2 Prototype M+1 month 3 Delivery of 1st Lot of 50 Buses M+3 months 4 Delivery of 2nd Lot of 50 Buses M+5 months 5 Delivery of rest of the buses M+8 months	We request you to kindly ammend the clause as mentioned below: Delivery Schedule: The expected Schedule for providing prototype and delivery of AC Electric buses as per following schedule from the Date of awarding the contract: S.No Description Timelines 1 Signing of Agreement M 2 Prototype M+3 month 3 Delivery of 1st Lot of 50 Buses M+6 months 4 Delivery of 2nd Lot of 50 Buses M+9 months 5 Delivery of rest of the buses M+12 months	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Delivery Schedule
64	3(g).EMD or Bid security	12	INR 50,00,000/- (Twenty Five Lakhs Rupees Only) The EMD shall be deposited along with the bid in the form of Demand Draft	INR 50,00,000/- (Twenty Five Lakhs Rupees Only) INR 25,00,000/- (Twenty Five lakhs Rupees Only) The EMD shall be deposited along with the bid in the form of Demand Draft /Bank Guarantee from any Nationalized/Scheduled Bank.	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Finance

65	3(g).EMD or Bid security	12	The EMD shall be deposited along with the bid in the form of Demand Draft	The EMD shall be deposited along with the bid in the form of Demand Draft/Bank Guarantee.	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Finance
66	f.RFP Document Fees:	9	The RFP document fees of INR 29,500/- (Rs. 25,000/- + 18% GST) towards tender processing fee should be paid in the form of Demand Draft of any Nationalised/ Scheduled bank	Kindly provide "in favour" details of Authority for issuance of demand draft.	in Favour of "Capital Region Urban Transport" payable at Bhubaneswar	EVEY Transport Pvt. Ltd.	Finance
67	3(g).EMD or Bid security	12	The Earnest Money deposit of all unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity date.	We request you to kindly ammend the clause as mentioned below: The Earnest Money deposit of all unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity date issuance of LOA to the successful bidder	The Earnest Money deposit of all unsuccessful bidders will be returned to them at the earliest after execution of the Contract with the succesful bidder	EVEY Transport Pvt. Ltd.	Finance
68	1.(A).Introduction & Scope of Work	8	The selected Operator shall also establish complete charging Infrastructure including Electric Transformer infrastructure, Electric connection and allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	The selected Operator shall also establish complete charging Infrastructure including Electric Transformer infrastructure, Electric connection and allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Twelve (12) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	The selected Operator shall establish complete charging Infrastructure including downstream Electric connections and all other allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	EVEY Transport Pvt. Ltd.	Contract Agreement
69	1(A).ix.Introduction & Scope of Work	9	In this bus operations all the necessary charging infrastructure like transformers, 11 KV/ 33 KV HT line, Electric connection are in the scope/ responsibility of the bidder	Power Arrangement should be in the scope of the Authority and Site level distribution should be in the scope of Operator	The selected Operator shall establish complete charging Infrastructure including downstream Electric connections and all other allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	EVEY Transport Pvt. Ltd.	Charging Infrastructure
70	1.(A).Introduction & Scope of Work	9	For intercity-bus operations minimum battery range in one charge is 140 + 10 % contingency KMs (with 80% SOC) with AC, Passenger Load and under traffic conditions	For intercity-bus operations minimum battery range in one charge is 140+10% 170 + 10% contingency KMs (with 80% SOC) with AC, Passenger Load and under traffic conditions	For intercity-bus operations minimum battery range in one charge is 160 + 10 % contingency KMs (with 80% SOC) with AC, Passenger Load and under traffic conditions	EVEY Transport Pvt. Ltd.	Contract Agreement
71	2. Key Terms	9	Authority will assist the operator to take 11/22KV power supply line at the Depot in the city. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance	Power Arrangement should be in the scope of the Authority and Site level distribution should be in the scope of Operator	The selected Operator shall establish complete charging Infrastructure including downstream Electric connections and all other allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	EVEY Transport Pvt. Ltd.	Charging Infrastructure
72	2. Key Terms	9	The Operator is expected to pay for the power itself for all the activities in the depot and even on the route if charging stations/ swapping stations are installed. Information regarding Electricity Rates applicable may be obtained directly from concerned authority. Operator will present the best solution in terms of bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of Authority. Power and space required for Fast charging or swapping or Flash charging on end route or terminals shall be procured by Operator itself. Authority will not pay any additional compensation including payment for KMs travelled for intermediate charging. However, Bidder has to set up Intermediate charging stations on end of the route only.	Power arrangement should be in the scope of authority and bidder is responsible for setting up the intermediate charging but the space/Land and route should be provided by authority	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Charging Infrastructure
73	Definitions & Abbreviations, Associate criteria	5	"Associates criteria" – (i) While aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required by the Bidder shall be permitted. (ii) For the purpose hereof, the word "Associate" shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent) or is controlled by the Bidder (i.e. subsidiary), or is under the common control with the Bidder (i.e. sister concern).	Please confirm whether aggregating the financial and technical capability of an associate is allowed to for meeting the "Eligibility criteria" Clause No-6	Aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required by the Bidder shall be permitted.	EVEY Transport Pvt. Ltd.	Finance
74	6.2 Eligibility Criteria	18	Single Bidder shall have minimum Average Annual turnover of 200 crores for the last 3 financial years and shall have minimum Average Net worth of 100 Crores for the last 3 financial years. In case of consortium, at least 51% of Turnover and Net worth criterion shall be met by Lead member. CA certificate is mandatory.	Single Bidder shall have a minimum Average Annual turnover of min 200 20 crores for the last 3 financial years and shall have minimum Average Net worth of 100 5 Crores for the last 3 financial years. In case of consortium, at least 51% of Turnover and Net worth criterion shall be met by Lead member.	The eligibility Criteria for single bidder would include the criteria for both OEM and Bus Operator(Financial and Techincal Qualification)	EVEY Transport Pvt. Ltd.	Eligibility Criteria
75	6.3.(b) Eligibility Criteria	19	b)Bus Operator Qualifications Criteria:The Bus Fleet Operator shall have executed/undertaken Project reference as listed below in any part of India or Abroad for at least one year during the last 5 years immediately preceding the Bid Due Date. The bidder shall submit the documentary evidence in support of the same in the form of Work Orders and Satisfaction Certificates from the Client.	Bus Operator Qualifications Criteria: The Bus Fleet Operator shall have executed/undertaken Project reference as listed below in any part of India or Abroad for at least one year during the last 5 years immediately preceding the as on Bid Due Date. The bidder shall submit the documentary evidence in support of the same in the form of Work Orders and Satisfaction Certificates from the Client.	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Eligibility Criteria
76	6.3.(b) Eligibility Criteria	19	The bus operator should have at least one Project reference of minimum operation of 100 electric buses in last one year .	The bus operator should have at least one Project reference of minimum operation of 100 electric buses in last one year as on bid due date.	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Eligibility Criteria
77	6.3.(b) Eligibility Criteria	19	Operational Experience must include Planning, managing and monitoring of day to day bus/Passenger vehicle operations and/or maintenance. Such experience must be demonstrated through an explicit contract/concessionaire Agreement of operations with a public sector entity/Government or semi Government Department or a private sector organization of repute and which has been in successful operation for a period on at least one year.	Operational Experience must include Planning, managing and monitoring of day to day bus/Passenger vehicle operations and/or maintenance. Such experience must be demonstrated through an explicit contract/concessionaire Agreement of operations with a public sector entity/Government or semi Government Department or a private sector organization of repute and which has been in successful operation for a period on at least one year as on bid due date	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Eligibility Criteria

78	6.3.(b) Eligibility Criteria	19	The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 200 crores for last Three Financial Years as per Auditor's certificate. The Bus Operator shall have minimum Rs. 100 Crore average Net worth during the last 3 (three) Financial Years. The Operator shall submit the Certificate of Chartered Accountant as per the Annexure attached, in this regard	The Bus Operator member shall have a Minimum Average Annual Turnover(MAAT) of INR 200 20 crores for last one financial year from last Three Financial Years as per Auditor's certificate. The Bus Operator shall have minimum Rs. 400 5 Crore average Net worth during the last 3 (three) Financial Years. The Operator shall submit the Certificate of Chartered Accountant as per the Annexure attached, in this	The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 100 crores for last Three Financial Years as per Auditor's certificate. The Bus Operator shall have minimum Rs. 20 Crore average Net worth during the last 3 (three) Financial Years. The Operator shall submit the Certificate of Chartered Accountant as per the Annexure attached, in this regard	EVEY Transport Pvt. Ltd.	Eligibility Criteria
79	Volume 2: Draft Bus Operator Agreement 24.1. ADVERTISEMENT ON THE BUSES	83	24.1. The Authority shall have all rights to decide on display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from advertisement.	Request to consider the advertisement revenue in Authority scope	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Contract Agreement
80	10. Performance Security (PS)	26	10. Performance Security (PS):Performance Security shall be of 5% value of the contract amount calculated. If the Bidder, fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.	10. Performance Security (PS):Performance Security shall be of 5% 3% value of the contract amount calculated. If the Bidder, fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Finance
81	Annexure 12, Indicative Format of Price Bid	48	Evaluation of the price bids will be on the basis of total rate with subsidy.	Please clarify whether the subsidy is available under FAME-II or state subsidy and the amount of subsidy available	Evaluation of the price bids will be on the basis of total rate without subsidy.	EVEY Transport Pvt. Ltd.	Finance
82	Annexure 2, General Information of Bidder point 3	35	3. Any Technology Partner related Documents Registration Certificate of Factory and License for manufacturing of Batteries/Electric System	3. Any Technology Partner related Documents Registration Certificate of Factory and License for manufacturing of Electric Buses Batteries/Electric System	3. Any Technology Partner related Documents Registration Certificate of Factory and License for manufacturing of Batteries/Electric Buses.	EVEY Transport Pvt. Ltd.	Contract Agreement
83	Volume 2: Draft Bus Operator Agreement, ii. payment Period	86	All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law	ii. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law. If any delay in payments to contractor for more than 7 days from the due date shall be paid with an interest .	b) Payment Period i. The Authority shall, within a period of 30(Thirty) days of the receipt of invoice, will check AUTHORITY Internal record and make payment of the total invoiced amount through Escrow Account. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement. ii. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law, deductions under SLA clauses as per contract.	EVEY Transport Pvt. Ltd.	Finance
84	Volume 2: 24.1 Draft Bus Operator Agreement	83	24.1. The Authority shall have all rights to decide on display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from advertisement. 24.2. The Operator shall be responsible for security and cleanliness of advertisement material and equipment. 24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.	Operator shall have right to display the advertisement and claim the revenue generated from such Advertisements. If the Advertisements rights are to be held by the Authority, then in such case any damages occurred to the Buses while mounting or dismounting of advertisement material or equipment the Authority shall compensate to the Operator for such damages	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages, the cost of damages shall be borne by the Authority.	EVEY Transport Pvt. Ltd.	Contract Agreement
85	Volume 2: Draft Bus Operator Agreement, Assured Payment after Reconciliation, Payment for Unutilised Kilometres (i)	88	Assured Payment Amount for Unutilised Kms = $0.35 \times (T_m - T_a) \times$ Applicable Kilometre Charge	Assured Payment Amount for Unutilised Kms = 0.35 1.00 x (Tm - Ta) x Applicable Kilometre Charge	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Finance
86	Volume 2: Draft Bus Operator Agreement, Assured Payment after Reconciliation, Payment for Excess Kilometres (ii)	88	Assured Payment Amount for Unutilised Kms = $0.65 \times (T_a - T_m) \times$ Applicable Kilometre charge	Assured Payment Amount for Unutilised Kms = 0.65 1.00 x (Ta - Tm) x Applicable Kilometre charge	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Finance
87	Volume 2: Draft Bus Operator Agreement, 16.2.Liquidated Damages	80	16. LIQUIDATED DAMAGES (LD) FOR DELAY IN SUPPLY OF FULLY BUILT CONTRACTED BUSES-16.2. The amount of pre estimated liquidated damages to be charged under the contract, in terms of Clause 16 of Contract Conditions shall not exceed INR 1 lakh per Bus within a period of 90 days.	The amount of pre estimated liquidated damages to be charged under the contract, in terms of Clause 16 of Contract Conditions shall not exceed INR 1 lakh 50,000 per Bus within a period of 90 days.	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Finance
88	26. 10.TAXES AND STATUTORY LEVIES	90	GST (if any) - As applicable, Payable by the Operator & include the same in the Invoice raise to the Authority	GST (if any) - As applicable, Payable by the Operator & include the same in the Invoice raise to the Authority	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Finance
89	31.4. FINES/DAMAGES	Annexure	31.4. Capping of Penalties: The total penalties shall be limited to 10% of the monthly invoice amount. If the capping of the penalties exceed the 10% limit of the monthly invoice amount in a continuous period of 6 months then the termination clause shall be invoked.	31.4. Capping of Penalties: The total penalties shall be limited to 10% 3% of the monthly invoice amount. If the capping of the penalties exceed the 10% 3% limit of the monthly invoice amount in a continuous period of 6 months then the termination clause shall be invoked.	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
90	1. Annexure-4	117	Intra-City Buses If the buses employ opportunity charging will be provided a maximum of 30-minute window including Travel time charging station shall be provided in the regular operations to charge the buses	Intra-City Buses If the buses employ opportunity charging will be provided a maximum of 30-minute 75 minute window including Travel time charging station shall be provided in the regular operations to charge the buses	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Contract Agreement
91	58.1. Warranty/guarantee	154	Warranty/ Guarantee 58.1. Fully built bus would be covered under Warranty/ Guarantee for up to 4,50,000 Kms. or 48 months whichever is later from the date of putting bus into operation after registration. All assemblies, sub-assemblies, fitments, components would be covered under Warranty Period as per commitment of bus manufacturer at the time of supply of bus	Warranty/ Guarantee 58.1. Fully built bus would be covered under Warranty/ Guarantee for up to 4,50,000 2,50,000 Kms. or 48 24 months whichever is later from the date of putting bus into operation after registration. All assemblies, sub-assemblies, fitments, components would be covered under Warranty Period as per commitment of bus manufacturer at the time of supply of bus.	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Contract Agreement

92	3.7. Safety	159	Safety: Short circuit /over temperature/lightening protection mandatory	Safety: Short circuit /over temperature/ lightening protection mandatory	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
93	3.5.(c). Minimum Operation Range per bus per day	160	Minimum Operation Range per bus per day: 260 + 10% contingency kms in a day with or without flash/ fast/ swapping (On actual condition with Passengers, GVW and AC, 18 hours	Minimum Operation Range per bus per day: 260 300 + 10% contingency kms in a day with or without flash/ fast/ swapping (On actual condition with Passengers, GVW and AC, 18 hours	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
94	3.7. Electric propulsion system	160	Electric propulsion system / subsystems (batteries) temperature, motor speed in RPM, vehicle speed, Motor % load (torque), diagnostic message (electric propulsion system batteries, cooling system, motor, Traction Controller specific) SOC of the Vehicle Health Monitoring System. (Battery health + regenerative brake charging)	Electric propulsion system / subsystems (batteries) temperature, motor speed in RPM, vehicle speed, Motor % load (torque) , diagnostic message (electric propulsion system batteries, cooling system, motor, Traction Controller specific), SOC of the Vehicle Health Monitoring System. (Battery health + regenerative brake charging)	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
95	3.1 Transmission	160	Transmission : Automatic	For EV Buses Transmission is not applicable	Deleted	EVEY Transport Pvt. Ltd.	Technical
96	13.1.(a) Bus Characteristics	161	13 Bus characteristics 13.1 Bus dimensions' mm a. Overall length (over body excluding bumper) : 9000±500 mm	13 Bus characteristics 13.1 Bus dimensions' mm a. Overall length (over body excluding bumper) : 9000±500 mm max 9000 mm	Overall length (over body excluding bumper): 9000±100 mm	EVEY Transport Pvt. Ltd.	Technical
97	13.4.(b) Bus Characteristics	161	13 Bus characteristics 13.4 Clearances (mm) b Wheel area clearance (mm) > 220 mm for parts fixed to bus body & > 170 mm for the parts moving vertically with axle.	13 Bus characteristics 13.4 Clearances (mm) b Wheel area clearance (mm) > 220 mm for parts fixed to bus body & > 170 mm for the parts moving vertically with axle. 130-170mm for vehicles with Air Suspension	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
98	14. Bus Doors	161	14 Bus Gates/Doors 14.1 Type of doors d. Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped : Mandatory	14 Bus Gates/Doors 14.1 Type of doors d. Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped allowing bus motion on doors closing only when the bus is acceleretaed from stop condition : Mandatory	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
99	14.3.2 Bus Doors	162	14 Bus Gates/Doors 14.3 Rear service doors (Near side/non-driver side) d. Positioning rear door: Preferably rear edge of gate 1500 mm ahead of center line of rear axle or front edge of gate 1500 mm behind center line of rear axle	14 Bus Gates/Doors 14.3 Rear service doors (Near side/non-driver side) d. Positioning rear door: Preferably rear edge of gate <1500 mm ahead of center line of rear axle or front edge of gate <1500 mm behind center line of rear axle	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
100	15. Bus Body	163	15 Bus body 15.2 Bus structure - materials specifications etc. OEM should ensure GI tubular structure of 60x40x2, 40x40x2, 50x50x2, 40x20x2 etc. To meet the requirements of Annexure 3 of UBS II. Exterior panels: a) Stretch panel: 1.0mm GP sheet b) Skirt and roof panels: Aluminium 1.2mm Interior panels: Roof and side pre-coated Aluminium sheet of 1.2mm (0.7+0.5) as per AUTHORITY requirement	15 Bus body 15.2 Bus structure - materials specifications etc. OEM should ensure GI tubular structure of 60x40x2, 40x40x2, 50x50x2, 40x20x2 to meet the requirements of Annexure 3 of UBS II. Exterior panels: a) Stretch panel (Wherever used): 1.0mm GP sheet b) Skirt and roof panels: Aluminium 1.2mm (min) Interior panels: Roof and side pre-coated Aluminium sheet of 1.2mm (0.7+0.5) or ABS Sheet as per AUTHORITY requirement	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
101	15.5. Bus Body	164	15 Bus body 15.5 Floor type/Materials etc. d. Floor surface material: 12mm to 19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 19mm thick	15 Bus body 15.5 Floor type/Materials etc. d. Floor surface material: 12mm to 19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 19mm thick	15 Bus body 15.5 Floor type/Materials etc. d. Floor surface material: 12mm to 19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 19mm thick	EVEY Transport Pvt. Ltd.	Technical
102	15.7. Bus Body	165	15 Bus body 15.7 Seating and gangway etc. j. Clearance space for seated Passenger facing partition (mm): Minimum 350	15 Bus body 15.7 Seating and gangway etc. j. Clearance space for seated Passenger facing partition (mm): Minimum 350 300	Clearance space for seated Passenger facing partition (mm): Minimum 300	EVEY Transport Pvt. Ltd.	Technical
103	15.7.j. Bus Body	165	15 Bus body 15.7 Seating and gangway etc. j. Clearance space for seated Passenger facing partition (mm): Minimum 350	15 Bus body 15.7 Seating and gangway etc. j. Clearance space for seated Passenger facing partition (mm): Minimum 350 300	Clearance space for seated Passenger facing partition (mm): Minimum 300	EVEY Transport Pvt. Ltd.	Technical
104	16.5. Driver cabin fan	166	16 Electrical system 16.5 Driver cabin fan: Required	Driver is also provided with AC, being a complete AC bus	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
105	18.10. Safety related items:	167	18 Safety related items: 18.10 Passenger stop request signal: High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every stanchions mainly for persons with disabilities.	18 Safety related items: 18.10 Passenger stop request signal: High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every alternate stanchions mainly for persons with disabilities.	18 Safety related items: 18.10 Passenger stop request signal: High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on the alternate stanchions mainly for persons with disabilities.	EVEY Transport Pvt. Ltd.	Technical
106	18.16. Towing device front/rear:	167	18 Safety related items: 18.10 Towing device front/rear: Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type Towing device front and rear required	18 Safety related items: 18.10 Towing device front/rear: Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring/pin type Towing device front and rear required	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
107	29. Charging Sockets	169	29. Charging Sockets: Two nos. compatible for ETM Charging	29. Charging Sockets: Two One nos. compatible for ETM Charging	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
108	Volume 3, Clause 5	160	5. Clutch (where applicable): Not applicable for automatic transmission	Not required as Transmission is not there in EV Bus	Deleted	EVEY Transport Pvt. Ltd.	Technical

109	18.11. Safety related Items	167	18. Safety related items: 18.11 Window guardrails: b. In all other buses- minimum numbers: As per AIS 052	Window guardrails cannot be provided since it is an AC Bus	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
110	18.11. (c) & (d) Safety related Items	167	18. Safety related items: c. In AC super deluxe buses d. Other details: i. First guard rail at a height from window sill in mm ii. The distance between two guard rails in mm As per AIS 052	Kindly delete this clause since the same is not applicable for City Buses	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
111	7.3. Sealing and Marking of Technical Bids/Eligibility and Qualification Submissions	21	Fully Functional Battery Management System (BMS), documents required as per the RFP terms.	Kindly delete this REQUIREMENT.	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
112	Additional clause		Kindly allow the successful Bidder shall form a Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "SPV"), to execute the Contract Agreement and implement the Project.	Kindly add the clause	RFP Clause Prevails	EVEY Transport Pvt. Ltd.	Technical
113	1.(A) Introduction & Scope of Work	Page 9 of 170	Detailed Scope of the Operator broadly includes ix. In this bus operations all the necessary charging infrastructure like transformers, 11 KV/ 33 KV HT line, Electric connection are in the scope/ responsibility of the bidder.	Request authority to provide cost for setting up of upstream infrastructure i.e. electricity connection of requisite power load to the selected bidder. (Intervention of this helps bidder to complete the depot construction at the earliest)	ix. In this bus operations provision of the necessary charging infrastructure i.e. transformers, 11 KV/ 33 KV HT line, Electric connection are in the scope/ responsibility of the Authority.	Tata motors	Charging Infrastructure
114	2. Key Terms 1st Para	Page 9 of 170	The following are some of the key terms: Authority proposes to..... It should be as per the Annexure 4 of the routes & fleet details. Land for Charging, Parking and Bus Maintenance Spaces will be provided at a Depot in the city. Details and layouts of the depot facilities will be shared. The land may be provided (in case if available) for the Swapping/ fast charging/ opportunity charging by Authority at Terminals and rest all the infrastructure shall be developed and maintained by the operator for the bus charging & operations.	Kindly share layouts of depot and route details - helps to achieve better per km rate	RFP Clause Prevails	Tata motors	Contract Agreement
115	3. Bidding Process	Page 12 of 170	g. Earnest Money Deposit ("EMD") or Bid Security The EMD shall be deposited along with the bid in the form of Demand Draft. Any bid not accompanied with valid Earnest Money in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.	Kindly accept Bank Guarantee mode to submit the Earnest Money Deposit ("EMD") or Bid Security	RFP Clause Prevails	Tata motors	Finance
116	6.2. Bidding Conditions for Single Bidder and Consortium	Page 17 of 170	If the Bid is by a Single Bidder, the Bidder should be a registered Electric Bus Manufacturer (Original Equipment Manufacturer for Electric Buses shortly called "OEM" henceforth) or Operator only who is meeting the prescribed qualifications for OEMs and Operator who is supplying the Buses under this Project.	If the Bid is by a Single Bidder, the Bidder should be a registered Electric Bus Manufacturer (Original Equipment Manufacturer for Electric Buses shortly called "OEM" henceforth) or Operating Subsidiary of OEM/Associate of OEM or Operator only who is meeting the prescribed qualifications for OEMs and Operator who is supplying the Buses under this Project. (Operating subsidiary of OEM/Associate of OEM has been exempted from Operational Experience)	The eligibility Criteria for single bidder would include the criteria for both OEM and Bus Operator(Financial and Technical Qualification)	Tata motors	Qualification Criteria
117	Annexure 12 Indicative Format of Price Bid	Page 47 of 170	It is mandatory for the bidders to offer the rates with subsidy.	Kindly Provide details of the subsidy - to check the eligibility criteria for subsidy and to provide better per km rate	Evaluation of the price bids will be on the basis of total rate without subsidy.	Tata motors	Finance
118	2.3. Subsidy	Page 71 of 170	Decision on release of subsidy shall be taken only on receipt of the same as per prevailing government schemes.	Kindly Provide details of the subsidy - to check the eligibility criteria for subsidy and to provide better per km rate	Evaluation of the price bids will be on the basis of total rate without subsidy.	Tata motors	Finance
119	25.2 Payment of Bills	Page 85 of 170	The Authority shall compute and provide payment to the Operator through Escrow Account, for every Payment Period, from when the first of the Contracted Buses commences service. The data of total number of kilometres that the Contracted Buses have travelled for the aforesaid period will be collected from all Depot Managers at Traffic Manager Level. Such calculation shall be made using actual survey manually with the supervision of the Authority staff / Global Positioning System (GPS).	The Authority shall compute and provide payment to the Operator through Escrow Account, for every Payment Period, (and authority will maintain 3 months estimated fee in the escrow account as a payment security for operator) from when the first of the Contracted Buses commences service. The data of total number of kilometres that the Contracted Buses have travelled for the aforesaid period will be collected from all Depot Managers at Traffic Manager Level. Such calculation shall be made using actual survey manually with the supervision of the Authority staff / Global Positioning System (GPS).	RFP Clause Prevails	Tata motors	Finance
120	1.(A) Introduction & Scope of Work	Page 9 of 170	Detailed Scope of the Operator broadly includes x. For intercity-bus operations minimum battery range in one charge is 140 + 10 % contingency KMs (with 80% SOC) with AC, Passenger Load and under traffic conditions.	Kindly clarify us intercity and intracity buses breakup and as well as single charge range for the buses and minimum assured kms per for buses	Detailed Scope of the Operator broadly includes x. For intercity-bus operations minimum battery range in one charge is 160 + 10 % contingency KMs (with 80% SOC) with AC, Passenger Load and under traffic conditions.	Tata motors	Contract Agreement
121	Annexure 4 INDICATIVE BUS SERVICE AREA AND FLEET DEPLOYMENT PLAN	117	1. Intra-City Buses: If the buses employ opportunity charging will be provided a maximum of 30-minute window including Travel time charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 260 kms + 10% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 75 minutes including travel time to charging station.	Kindly clarify us intercity and intracity buses breakup and as well as single charge range for the buses and minimum assured kms per for buses	If the buses employ opportunity charging will be provided a maximum of 75-minute window including Travel time to charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 260 kms + 10% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 15 minutes including travel time to charging station.	Tata motors	Contract Agreement

122			1. Intra-City Buses: If the buses employ opportunity charging will be provided a maximum of 30-minute window including Travel time charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 260 kms + 10% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 75 minutes including travel time to charging station.	Kindly clarify us intercity and intracity buses breakup and as well as single charge range for the buses and minimum assured kms per for buses	If the buses employ opportunity charging will be provided a maximum of 75-minute window including Travel time to charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 260 kms + 10% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 15 minutes including travel time to charging station.	Tata motors	Contract Agreement
123	2. Key Terms	Page 9 of 170	Authority proposes..... Vehicle shall run for minimum 260 Km in a day (On actual condition with Passengers, Gross Vehicle Weight and AC, 18 hours continuously including opportunity charging) – It should be as per the Annexure 4 of the routes & fleet details.....bus charging & operations.	Kindly clarify us intercity and intracity buses breakup and as well as single charge range for the buses and minimum assured kms per for buses	RFP Clause Prevails	Tata motors	Contract Agreement
124	General Requirements Part I	Page 129 of 170	Part I: General Requirements 1. Introduction and Scope	Part-I of Detailed specifications and required additional all drawings and additional technical information as requested in Part I of Vol-III will be submitted to authority at the time of prototype Inspection	RFP Clause Prevails	Tata motors	Contract Agreement
125	General Design Features of the Bus	Page 130 of 170	2.13. Detailed schematic drawings of bus structure, seats, interior/ exterior fittings, electrical systems, wiring looms / harness, photometric items and other accessories along with complete details of materials used, their specification, manufacturing tolerances etc. would be provided by the bus manufacturer/ Bodybuilder. Additionally, details / drawings of mounting / fastening bus body to chassis1 to be provided along with the bid specifically bringing out whether bus body would be welded and integrated to chassis or fastened using fasteners along with applicable mechanism system /arrangement. Detailed Circuit diagrams for electrical be also provided by the bidder/bus manufacturer. Electric wiring in the bus (other than EPS) would be of multiplexing type. Additional details of wiring for electric propulsion system, inter-alia indicating location of battery packs, traction controller, cooling system, safety mechanisms, etc with appropriate colour code etc would be supplied with the bid.	2.13. Detailed schematic drawings of bus structure, seats, interior/ exterior fittings, electrical systems, wiring looms / harness, photometric items and other accessories along with complete details of materials used, their specification, manufacturing tolerances etc. would be provided by the bus manufacturer/ Bodybuilder. Additionally, details / drawings of mounting / fastening bus body to chassis1 to be provided along with the bid at the time of prototype Inspection specifically bringing out whether bus body would be welded and integrated to chassis or fastened using fasteners along with applicable mechanism system /arrangement. Detailed Circuit diagrams for electrical be also provided by the bidder/bus manufacturer. Electric wiring in the bus (other than EPS) would be of multiplexing type. Additional details of wiring for electric propulsion system, inter-alia indicating location of battery packs, traction controller, cooling system, safety mechanisms, etc with appropriate colour code etc would be supplied at the time of prototype Inspection with the bid .	RFP Clause Prevails	Tata motors	Technical
126	11. Battery Packs with Minimum Safety Standards	Page 134 of 170	11.4. Battery packs and other components of electrically propelled vehicles should conform to applicable AIS / BIS standards or International Specs / standards in absence of AIS /BIS specs. Battery packs and other components / units of Electric Propulsion system be tested and certified to conform to said standards not more than six months prior to fitment on buses. Detailed drawing indicating location and mounting details of Battery packs /and other sub-systems of Electric Propulsion system be provided along with the bid. 11.5. Make, model, capacity, etc of each Battery packs and the number of such Battery packs fitted, be submitted along with the bid. Similar details be also submitted for traction controller and other subsystems of the Electric Propulsion system.	11.4. Battery packs and other components of electrically propelled vehicles should conform to applicable AIS / BIS standards or International Specs / standards in absence of AIS /BIS specs. Battery packs and other components / units of Electric Propulsion system be tested and certified to conform to said standards not more than six months prior to fitment on buses. Detailed drawing indicating location and mounting details of Battery packs /and other sub-systems of Electric Propulsion system be provided at the time of prototype Inspection. along with the bid . 11.5. Make, model, capacity, etc of each Battery packs and the number of such Battery packs fitted, be submitted along with the bid at the time of prototype Inspection. Similar details be also submitted for traction controller and other subsystems of the Electric Propulsion system.	RFP Clause Prevails	Tata motors	Technical
127	18. Windows	Page 139 of 170	18.3. Details of window design; fitment etc would be supplied by the bidder along with the bid.	18.3. Details of window design; fitment etc would be supplied by the bidder along with the bid at the time of prototype Inspection.	RFP Clause Prevails	Tata motors	Technical
128	20. Emergency Exit	Page 139 of 170	20.1. Emergency exits would be provided in bus as per the provisions of Bus Code – AIS 052 / CMVR. Two emergency exits are to be provided. One of the emergency exits shall be in the form of emergency door situated at opposite side of service door as per Bus Code requirement. Details of Emergency exits including their numbers, locations, sizes, markings etc would be supplied by the bidder along with the bid.	20.1. Emergency exits would be provided in bus as per the provisions of Bus Code – AIS 052 / CMVR. Two emergency exits are to be provided. One of the emergency exits shall be in the form of emergency door situated at opposite side of service door as per Bus Code requirement. Details of Emergency exits including their numbers, locations, sizes, markings etc would be supplied by the bidder along with the bid at the time of prototype Inspection.	RFP Clause Prevails	Tata motors	Technical
129	46.5	Page 149 of 170	46.5. Wiring looms/ harness for electrical system of bus would be properly routed, encased/ concealed type so mounted to eliminate chances of any spark. Details of above wiring loom including circuit diagram; layout of controls etc would be supplied by the bidder along with the bid Wiring support would be protective & non-conducting at areas of wire contact & would not be damaged by heat, water, solvents or chafing.	46.5. Wiring looms/ harness for electrical system of bus would be properly routed, encased/ concealed type so mounted to eliminate chances of any spark. Details of above wiring loom including circuit diagram; layout of controls etc would be supplied by the bidder along with the bid at the time of prototype Inspection. Wiring support would be protective & non-conducting at areas of wire contact & would not be damaged by heat, water, solvents or chafing.	RFP Clause Prevails	Tata motors	Technical
130	50. Technical Information	Page 152 of 170	Technical information required to be furnished by bus manufacturers along with Bid wrt the following amongst others: 50.1. Bus manufacturer's technical information of the bus i.e. General Drawings comprising of elevations –sides, front & rear ends along-with main dimensions i.e. overall length, overall width, overall height, saloon height, pillar to pillar distance, isometric views, exterior & interior details, seating layouts, no. of seats (excluding seat for driver), environmental friendly colour scheme as per AUTHORITY etc would submit same along-with the Bid. 50.2. General appearance & structural details of roof, floor, sides, front & rear show and driver's cab would be provided by the bidder along with their bids. Details of main structural members, material specifications, shape, size, thickness, etc be indicated on the above drawings. 50.3. Power Point presentation material on a DVD for offered design of bus (indicative) and minimum 1:15 scaled Model (indicative & non-working) duly furnished/ painted in environmentally friendly colour scheme as given by AUTHORITY would be submitted along-with the bid. The presentation will cover elevations –sides, front & rear ends along-with main dimensions, isometric views, exterior & interior details, seating layouts, colour scheme	Will be provided at the time of prototype Inspection	RFP Clause Prevails	Tata motors	Technical

131	3 (g).Earnest Money Deposit ("EMD") or Bid Security	12	<p>The bidder shall furnish bid security fee (also referred to as "Earnest Money Deposit" (EMD) for Captioned work as part of the bid as per the details given below.</p> <p>The EMD shall be deposited along with the bid in the form of Demand Draft. Any bid not accompanied with valid Earnest Money in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.</p>	Request Authority to allow bidder to submit EMD of ₹ 50,00,000 through bank guarantee (BG)	RFP Clause Prevails	Tata motors	Finance
132	6.3 (a).OEM Qualifications Criteria	18	The Bidder shall be a registered Electric Bus Manufacturer with bus manufacturing facilities in India and having experience of manufacturing and delivery of at least 100 Electric buses over a period of last Five years in India.	Request Authority to allow Associate or Aggregator or operator with OEM having more than 50% stake under Single bidder criteria and aggregating the financial, technical, manufacturing and operational experience capability of any Associates of the Bidder for the purpose of meeting the respective qualifications Criteria required by the Bidder shall be permitted.	Aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required by the Bidder shall be permitted.	Tata motors	Qualification Criteria
133	10.Performance Security (PS):	26	Before signing of the Bus Operator Agreement, the Successful bidder(s) shall furnish Performance Security for the said project in the form of Bank Guarantee (As per format provided in the Annexure 12) in favor of "Capital Region Urban Transport." payable at Bhubaneswar at the time of signing of the Bus Operator Agreement as detailed below. The Bank Guarantee of Performance Security should be on any Nationalized/Scheduled Bank. The Successful Bidder shall be required to furnish additional performance security, in proportion to the additional quantity of buses ordered by the Authority, with pursuant to the provisions of the RFP. All charges, fees, costs and expense for providing the PS deposit in the form of Bank Guarantee shall be borne and paid by the Operator. Performance Security shall be of 5% value of the contract amount calculated. If the Bidder, fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.	Request Authority to amend performance security to 3% value of the contract amount.	RFP Clause Prevails	Tata motors	Finance
134	80.LIQUIDATED DAMAGES (LD) FOR DELAY IN SUPPLY OF FULLY BUILT CONTRACTED BUSES	16.2	The amount of pre estimated liquidated damages to be charged under the contract, in terms of Clause 16 of Contract Conditions shall not exceed INR 1 lakh per Bus within a period of 90 days.	Request Authority to limit the damages for delay in supply to buses to Rs. 50,000 per bus.	RFP Clause Prevails	Tata motors	Finance
135	83.ADVERTISEMENT ON THE BUSES	24.3	In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.	Request authority to reimburse the entire cost of making the bus in good condition while mounting or dismounting of advertisement material on equipment as right to display advertisement is under Authority.	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages, the cost of damages shall be borne by the Authority.	Tata motors	Contract Agreement
136	84.Calculation of Kilometres of Buses	25.1.iv	Bus Kilometres shall not constitute the following: 1. Any kilometres travelled by the Contracted Bus to a maintenance facility set up by the Operator at the Bus Depot/Parking Space provided by Authority or for any travel not authorized by Authority. 2. Distance travelled by a Contracted Bus for charging facility set up by the Operator at the Bus Depot/Parking Space provided for by Authority. 3. Kilometres from the point of the breakdown to the destination point in case of breakdown wherein Authority can divert the passengers to any other contracted bus of Authority.\	Request Authority to consider (1) & (2) in calculating bus kilometers as both the location is allocated by Authority	RFP Clause Prevails	Tata motors	Finance
137	86.Payment Period	25.4.C.(i)	The Authority shall, within a period of 30(Thirty) days of the receipt of invoice, will check AUTHORITY Internal record and make payment of the total invoiced amount through Escrow Account. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.	<p>Request Authority to amend the clause as below -</p> <p>Upon submission of invoice by operator, Authority shall pay 90% of invoice value in 7 days and balance 10% shall be paid in 30 days post verification.</p> <p>In case of default, Operator shall submit a letter to STU for payment and 15 days after submission of invoice can utilise Escrow A/c balance</p>	RFP Clause Prevails	Tata motors	Finance
138	87.Revision of Fee	25.4.D	<p>i. The Parties agree that the Fee shall be revised every 6 (six) months from the 3rd year onwards on the basis of variation in electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement ("Fee Revision").</p> <p>ii. The Operator shall submit to the Authority, no later than 30 (thirty) days prior to the expiry of the aforesaid period of 6 (six) months, a statement of the input cost of the electricity consumed at the Charging Infrastructure, as provided in Clause 4.2 (g), in the format provided in Annexure-9 along with copies of electricity bills clearly segregating the consumption of electricity for the Charging Infrastructure.</p> <p>iii. From the 3rd year of COD if in any event the CPIIW, WPI and electricity charge varies by more than 4% (four per cent) between the last bill of the 2nd completed year and subsequent changes in every 6 months thereafter, the per kilometer charges shall be paid as per formula mentioned below.</p> <p>iv. The Parties agree that the formula for revision of fee shall be: For the 1st revision after 3rd year of COD:</p> <p>Payable Fee = Final Quoted Price* [1 + (0.2 *((CPI IW on the date of submission of the statement – CPI IW on the Base Index Date)/ CPI IW on the Base Index Date))] + (0.6.*</p>	<p>Request Authority to amend the clause as below -</p> <p>The Parties agree that the PK Fee shall be revised every 6 months from the second year of the COD of first lot onwards at maximum of [i] % Change in Price Index*70% and [ii] fixed rate of 1% of Basic Quoted Rate throughout the contractual period to accommodate price escalation on account of cost of maintenance, material & manpower.</p> <p>However for the first year, there will be no "Revision in PK fee" % Change in Price Index :- % change between " Price Index occurring between the reference price index during bid date and reference index date immediately preceding the second year of COD"</p> <p>Price Index :- 60% of WPI Index +40% of CPI IW</p> <p>Any variation in electricity rate shall be directly passed to PK Rate as per the prescribed kwh consumption.</p> <p>Also, request Authority to include upward and downward price variation on account of variation in Fuel Adjustment charges which directly impacts the electricity rates</p>	RFP Clause Prevails	Tata motors	Finance

139	88.Assured Payment after Reconciliation (i) Payment for Unutilised Kilometres	25.4.F.i	<p>In the event that the Authority is unable to provide the Operator the operations of the Contracted Bus trips such that the average number of kilometres operated per Contracted Bus is not equal to the Assured Bus Kilometres, Authority will pay to the Operator, in addition to the full payments made for Bus km operated based on invoices presented by the Operator, an amount which shall be determined as follows: Assured Payment Amount for Unutilised Kms = $0.35 \times (T_m - T_a) \times$ Applicable Kilometre Charge Where, T_m = Assured Bus Kilometres T_a = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision. It should be noted that the Assured Payment Amount will not be payable for any shortfall in Kilometres of the Fleet that arises due to:</p> <ul style="list-style-type: none"> ♦ Default of the Operator under this Agreement ♦ Non-availability of Contracted Buses for reasons attributable to maintenance or accidents ♦ Breach of law by the Operator ♦ Occurrence of a Force Majeure Event 	<p>Request Authority to amend the clause as per below -</p> <p>Assured Payment Amount for Unutilised Kms = $0.75 \times (T_m - T_a) \times$ Applicable Kilometre Charge</p>	RFP Clause Prevails	Tata motors	Finance
140	89.Payment for Excess Kilometres	25.4.F.ii	<p>If the Contracted Buses operated under this Agreement exceed the Assured Bus Kilometres, then the Kilometre Charge payable applicable for such additional kilometres in excess of the Assured Bus Kilometres shall be calculated as follows: Assured Payment Amount for Excess Kms = $0.65 \times (T_a - T_m) \times$ Applicable Kilometre charge where T_a = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision T_m = Assured Bus Kilometres</p>	<p>Request Authority to amend the clause as per below -</p> <p>Assured Payment Amount for Excess Kms = $0.75 \times (T_a - T_m) \times$ Applicable Kilometre charge where</p>	RFP Clause Prevails	Tata motors	Finance
141	56. DRAFT ESCROW AGREEMENT	3.1	<p>Deposits into and Withdrawals from the ESCROW Account The CRUT shall deposit all the revenues that it receives from Bus Operations under the terms of the Operator Agreement.</p> <p>3.2 The CRUT shall, at the time of opening the ESCROW Account, give irrevocable instructions, under the ESCROW Agreement, to the ESCROW Bank instructing, inter alia, that deposits in the ESCROW Account shall be appropriated in the following order based on the receipt of relevant demand or instructions:</p> <ol style="list-style-type: none"> a. all taxes due and other statutory dues b. Operator Payment after deducting any taxes/charges under Applicable Law and as specified under the Operator's Agreement. Provided, however, the ESCROW Account can only be operated at all times by the CRUT. 	<p>Request Authority to allow bidder to open the Escrow Account.</p> <p>Request Authority to deposit & maintain sum equivalent to 3 months billing in the escrow Account to ensure payment security to operator.</p>	RFP Clause Prevails	Tata motors	Contract Agreement
142			New Requirement - Payment security mechanism (PSM)	Requirement of Payment Security Mechanism from Govt. for bidder similar to security fund mentioned in CESL 3.0 Dry Lease Tender	Not Applicable	Tata motors	Finance
143			New Requirement - Leasing	Bidder shall be allowed to procure the buses on leasing and all relevant clause need to be amended accordingly. Also, include definition of "Lessor", "Lessee", "Lease Payments" "Outstanding Lease Payments" "Lessor Representatives"	Not Applicable	Tata motors	Finance
144	1.(A).Introduction &Scope of Work	8	<p>1.(A) Introduction & Scope of Work Capital Region Urban Transport (CRUT) intends to use Electric Buses for its operations for promoting clean and green shared mobility on a Gross Cost Contract (GCC) basis through appointment of Electric Bus Fleet Operator. Towards this end, this Request for Proposal (RFP) is being hereby published for inviting proposals for procurement, operation and maintenance of 200 Nos of 9 M-10M Midi AC Electric Buses and Allied Electrical & Civil Infrastructure with the capacity to run atleast 260 kilometre per day per bus. Operator may use any type of technology for top up charge i.e. it could be swapping, flash charging, fast charging etc. The selected Operator shall also establish complete charging Infrastructure including Electric Transformer infrastructure, Electric connection and allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.</p>	<p>Request Authority that any extension in the contract after contractual tenure of 10 years shall be based on mutually accepted terms & conditions and rates.</p> <p>Request Authority to kindly consider our request.</p>	RFP Clause Prevails	Tata motors	Contract Agreement
145	1.(A).Introduction &Scope of Work	8	<p>Detailed Scope of the Operator broadly includes</p> <ol style="list-style-type: none"> i. Manufacture/ Procure Electric buses, carryout preventive and breakdown maintenance of buses and operate buses on routes specified by Authority. Develop Charging infrastructure including Development, Supply and Erection of Transformers and all Necessary Electrical systems, sub-systems, accessories and parts as required for charging Infrastructure, Provide Chargers and maintain complete charging infrastructure including civil infrastructure for undertaking preventive and breakdown maintenance. 	Request Authority to kindly share depot location from where all the 200 buses shall be operated.	RFP Clause Prevails	Tata motors	Contract Agreement
146	1.(A).Introduction &Scope of Work	8	<ol style="list-style-type: none"> ii. Electricity cost for charging of buses will be borne by the operator. Even all the charges towards the electric connection shall be borne by the operator only. 	We request Authority to kindly provide the HT connection at depot.	Accepted	Tata motors	Charging Infrastructure

147	1.(A).Introduction &Scope of Work	Pg 8 Vol I	v. Of the total fleet, the Operator is expected to make 200 Nos. Electric AC buses for operations with 97% fleet availability all time throughout the contract period. The Operator is expected to keep spare fleet to meet this requirement. The bidder may refer Volume 2 of the RFP regarding Fines/Damages.	Request Authority to calculate total fleet availability of 95% for the first five year, 92% for the subsequent contract period. Request authority to calculate total fleet wise availability on yearly basis ("Assured Fleet Availability").	vi. Operator is free to keep spare electric buses for smooth running of contracted Electric Buses. The Operator shall at all times during the contract period maintain 95% of the fleet for bus operational purpose. If it fails to provide, additional penalty will be charged as mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.	Tata motors	Contract Agreement
148	2.Key Terms	9	Authority proposes to operate the Buses from a specified depot in the city or from the OD-Terminals. Typical average speeds for bus operations are around 20-25 km/hr depending on route conditions. Authority operation hours are 05.30 AM to 12:00 PM. Vehicle shall run for minimum 260 Km in a day (On actual condition with Passengers, Gross Vehicle Weight and AC, 18 hours continuously including opportunity charging) – It should be as per the Annexure 4 of the routes & fleet details. Land for Charging, Parking and Bus Maintenance Spaces will be provided at a Depot in the city. Details and layouts of the depot facilities will be shared. The land may be provided (in case if available) for the Swapping/ fast charging/ opportunity charging by Authority at Terminals and rest all the infrastructure shall be developed and maintained by the operator for the bus charging & operations.	We request the Authority to share information regarding number of depots, buses per depot, Routes, Frequency of buses, number of buses on routes, routes Kms, routes origin, routes termination etc. as the same is not mentioned in RFP.	Typical average speeds for bus operations are around 20-25 km/hr depending on route conditions. Authority operation hours are 05.30 AM to 12:00 AM. Vehicle shall run for minimum 260 Km in a day	Tata motors	Contract Agreement
149	2.Key Terms	9	Authority will assist the operator to take 11/22KV power supply line at the Depot in the city. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance.	Request Authority to kindly provide the 11/22 KV supply at one point in depot.	The selected Operator shall establish complete charging Infrastructure including downstream Electric connections and all other allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	Tata motors	Charging Infrastructure
150	8.3. .Opening of Price Bids:	24	Conditions – Vehicle should operate for i. 9M-10M Intracity Bus should be capable of running min of 260 kms + 10% contingency (with 80% SOC) and with one intermediate charge in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 75 minutes including charging time and travel time to charging station. ii. 9M-10M Intercity Bus should be capable of running 260 kms + 10% contingencies (with 80% SOC) and with one intermediate charge in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs; with one-time shift changeover time of not more than 75 minutes including charging time and travel time to charging station	Request Authority to kindly confirm whether it is intracity or intercity operation ?	RFP Clause Prevails	Tata motors	Contract Agreement
151	Annexure 15.DEPOT DETAILS	53	Depot Details shall be shared post award of LOA to Bidder.	Request you to kindly share the depot details for enabling operator to provide the competitive quotes.	RFP Clause Prevails	Tata motors	Contract Agreement
152	2.3.2. APPOINTMENT OF THE OPERATOR, SUBSIDY AND CONSORTIUM CONDITIONS	71	2.3. Subsidy Decision on release of subsidy shall be taken only on receipt of the same as per prevailing government schemes.	Request Authority to Clarify	Evaluation of the price bids will be on the basis of total rate without subsidy.	Tata motors	Finance
153	4.1.SCOPE OF WORK	73	i. Provide sufficient and trained drivers (complying MV Rules) per contracted bus to ensure continued and uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Law. These bus drivers must possess a valid Heavy Motor Vehicle driving license and Public Service Vehicle (PSV) badge for driving passenger bus. The drivers should have minimum five years of experience of driving passenger bus, age within 22 to 58 years, height 158 cm to 180 cm and weight above 45 kgs. as per the prescribed norms of the Authority. The Driver should not have any pending cases related to fatal accidents or traffic fines due or have his license suspended at any time during the last Three (3) years preceding effective date. The Operator may appoint Ex-AUTHORITY bus drivers to drive the buses, except the drivers retired or dismissed from the service of the Company. The Operator should provide additional training if required to the drivers as and when directed by the Authority.	We request that operator shall provide sufficient number of trained drivers having valid Heavy Motor Vehicle driving license and Public Service Vehicle (PSV) badge, however request Authority that minimum 05 year experience conditions shall bar the opportunity for many young energetic drivers. Therefore, we request Authority that experience conditions shall be reduced from 5 years to 1 years enabling larger participation of manpower. Request Authority to kindly consider our request.	RFP Clause Prevails	Tata motors	Contract Agreement
154	4.1.SCOPE OF WORK	74	n. After completion of Contract Period, the entire infrastructure established at depots for charging of Electric Buses such as Transformers, Necessary Electrical systems, sub-systems, accessories and parts and Chargers will become the property of AUTHORITY solely for its further usage by AUTHORITY. The Operator will not have any right on this Infrastructure after completion of Contract Period. Similarly, all the Civil Infrastructure established will also become the property of AUTHORITY solely for its further usage by AUTHORITY and the Operator will not have any right on civil Infrastructure	Authority must pay residual amount as established by operator for gaining the ownership of these permanent infrastructure & equipment's	RFP Clause Prevails	Tata motors	Contract Agreement
155	4.1.SCOPE OF WORK	74	t. The Parking Space for Charging, maintenance and Parking of Buses shall be provided by AUTHORITY without any Cost. The Operator shall not use the given space for any commercial use.	We request the Authority to provide confirmation regarding following: 1. Routes & Frequency of buses 2. Request authority to kindly let us know depot wise exact distribution of buses to arrive more competitive costing.	RFP Clause Prevails	Tata motors	Contract Agreement

156	4.2.Responsibilities during "Operations Period"	74	a. Operate the Contracted Buses in compliance with terms contained herein including but not limited to the routes, frequency and schedules as may be specified by the Authority from time to time on the routes prescribed by the Authority in Capital Region Urban Transport Area (master plan area of BDA, CDA & PKDA) ;	Request authority to kindly share routes, frequency and schedules and further request authority after bid award any changes in routes, frequency and schedules need to be done with due discussion along with operator.	RFP Clause Prevails	Tata motors	Contract Agreement
157	4.2.Responsibilities during "Operations Period"	74	b. Ensure availability of duly licensed drivers with PSV badge, with minimum five years of experience of operating passenger buses, maintenance staff and other personnel through pro- active human resource management for continued and uninterrupted Bus Service in accordance with the terms of this agreement.	Request Authority that driver experience criteria should be reduced to 1 year from 05 year so that best driver can be hired from the larger pool.	RFP Clause Prevails	Tata motors	Contract Agreement
158	4.2.Responsibilities during "Operations Period"	75	j. Make available to the Authority 200 Nos. of 9M-10M Midi Electric AC buses for operations all the time. The Operator is expected to keep spare fleet to meet this requirement. The bidder may refer Annexure regarding Fines/Damages in this regard.	Request Authority to calculate total fleet availability of 95% for the first five year, 92% for the subsequent contract period. Request authority to calculate total fleet wise availability on yearly basis ("Assured Fleet Availability").	RFP Clause Prevails	Tata motors	Contract Agreement
159	4.2.Responsibilities during "Operations Period"	75	k. Wear and tear of the bus due to bad road conditions, shall not be considered an adequate defence on the part of the Operator for not fulfilling his Contractual obligations as per the Agreement.	Heavy rains, flooding of roads, very heavy traffic may impact the contractual obligations of operator, therefore based on operator request as and when required necessary relaxation to be given to the contractor.	RFP Clause Prevails	Tata motors	Contract Agreement
160	16.16. LIQUIDATED DAMAGES (LD) FOR DELAY IN SUPPLY OF FULLY BUILT CONTRACTED BUSES	80	16.1. If the Operator fails to complete the supply of Contracted Buses within the Month wise delivery schedule specified in the clause 10.1 above and if the Operators is not able to cure such default (delay in buses) within the prescribed delivery schedule, the Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages (LD) @ INR 1,500/- (Rupees One Thousand Five Hundred only), per bus per day of delay. 16.2. The amount of pre estimated liquidated damages to be charged under the contract, in terms of Clause 16 of Contract Conditions shall not exceed INR 1 lakh per Bus within a period of 90 days.	We request Authority that liquidated damages shown in clause 16.1 & 16.2 is very high, thus we request Authority to kindly cap the liquidated damages to maximum Rs 50,000 per bus. Request Authority to kindly consider our request.	RFP Clause Prevails	Tata motors	Finance
161	18.2.DEPLOYMENT OF CONTRACTED BUSES	80	18.2. In the event the Operator is not able to start operations of particular Lot of Contracted Buses as per above clause for reasons not attributable to the Authority or to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the Operator, the Operator shall pay liquidated damages of INR 1,500 per bus per day comprising of the Lot for every day of delay till COD for that Lot is achieved. Capping of LDs and consequences are as per clauses 16 and 17 of this Agreement.	We request Authority that liquidated damages shown in clause 18.2 Rs 1500 per bus per day is very high, we request Authority to reduce it to Rs 500 per day per bus. Request Authority to kindly consider our request.	RFP Clause Prevails	Tata motors	Finance
162	18.2.DEPLOYMENT OF CONTRACTED BUSES	81	18.4. The Operator shall deploy entire Staff for operation and maintenance of the Contracted buses and operation and maintenance of chargers and transformers for provision of training for 15 days prior to COD. ("Training Period"). 18.4.1. During the Training Period, The Operator's staff shall be educated about the intricacies of Bus Operations Bus Service Area and skill-set required for efficient operations.	We request Authority that operator shall deploy the staff 15 days prior as suggested in the clause 18.4, however we humbly request authority to pay assured km charges for 15 days of training.	RFP Clause Prevails	Tata motors	Finance
163	19.OWNERSHIP OF CONTRACTED BUSES	81	19.1. The ownership of the Buses shall remain fully with the Bidder during the entire term of the Agreement.	We request Authority that ownership of buses shall vest with the operator after the contract period also. Kindly modify the clause 19.1 accordingly.	RFP Clause Prevails	Tata motors	Contract Agreement
164	20.HANDOVER OF PARKING SPACE AND BUS DEPOT	81	20.1. For the purposes of maintenance, charging and cleaning and parking of Contracted Buses, the Authority shall provide a Parking Space to park the Contracted Buses for short duration and carry out maintenance and charging activities in accordance with the terms contained herein. It is hereby clarified that the Operator shall only have a limited right to use the Bus Depot/ Parking space subject to the terms contained herein. The Operator shall enter in a separate Parking Space License agreement as per the enclosed format with the Authority at time of handover of such depot or Parking Space.	Request authority to kindly Share locations, number of buses in each depot.	RFP Clause Prevails	Tata motors	Contract Agreement
165	20.HANDOVER OF PARKING SPACE AND BUS DEPOT	81	20.3. It is hereby clarified that the ownership of the Parking Spaces shall remain vested solely with the Authority at all times. The Operator shall only be provided the limited right to use the Bus Depot/ Parking Spaces during the Contract Period, and on Termination, the Operator shall vacate and hand back such Bus Depot/ Parking Spaces as per the terms contained herein. Upon termination, the Operator shall not remove any permanent structure created by him to fulfil the obligations as per the terms of this Agreement. After completion of Contract Period, the entire infrastructure established at various depots for charging of Electric Buses such as Transformers, Necessary Electrical systems, sub-systems, accessories and parts and Chargers will become Suo moto property of AUTHORITY solely for its further usage by AUTHORITY. The Operator will not have any right on this Infrastructure after completion of Contract Period. Similarly, all the Civil Infrastructure established will also become the property of AUTHORITY solely for its further usage by AUTHORITY and the Operator will not have any right on civil Infrastructure.	Request Authority to kindly allocate/ pay residual amount towards establishment as established by operator for gaining the ownership of these permanent infrastructure & equipment's.	RFP Clause Prevails	Tata motors	Contract Agreement

166	20.HANDOVER OF PARKING SPACE AND BUS DEPOT	82	20.5. Authority will assist the operator to take 11/33 KV HT power line available at Parking Space. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution. The Operator shall also be liable to pay bills for utilities such as electricity, water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator.	Request Authority to kindly provide the 11/22 KV supply at one point in depot.	The selected Operator shall establish complete charging Infrastructure including downstream Electric connections and all other allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	Tata motors	Contract Agreement
167	20.1.HANDOVER OF PARKING SPACE AND BUS DEPOT	82	20.9. It shall be the obligation of the Operator to whom a Bus Depot/Parking Space is allotted to allow buses of other Bus Operators for other Urban Bus services of Authority to park and share the facilities developed at the Bus Depot by the Operator. It is likely that Authority may ask multiple Operators to share Depot/Parking Space Facilities to optimize Bus Schedules. In such case different Operators may decide the terms if any between them which are most suitable in their opinion.	We request Authority to kindly provide the demarcated depot to bidder for exclusive use only. As in case of shared depot premises in case of any damage to electrical infrastructure, bus, depot infrastructure, theft etc. by the third party use who shall bear the cost of same.	RFP Clause Prevails	Tata motors	Contract Agreement
168	22.ROUTES AND SCHEDULES	82	22.1. The tentative routes for the 200 buses will be shared after delivery of the buses/ before COD. Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the Contracted Buses as a part of the Fleet Deployment Plan throughout the Contract Period. 22.3. The Authority may at any time make changes to the Routes, frequency, schedules of Contracted Buses due to any reason whatsoever including but not limited to special circumstances, festivals, and seasonal requirements. 22.4. In the event the Authority makes changes as specified in above Clause, it shall notify the Operator in writing [Five (5) days] prior to the date of implementation of such change.	Request authority that any changes in routes must be done after due deliberation with the bidder since additional preparation would have to be done like for opportunity charging. Also, in case need arises for installation of additional charger due to change in routes, the same shall be paid additionally by Authority.	RFP Clause Prevails	Tata motors	Contract Agreement
169	24.ADVERTISEMENT ON THE BUSES	84	24.1. The Authority shall have all rights to decide on display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from advertisement. 24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.	Request Authority, since, the ownership of advertisement & entire revenue generated from the display of advertisement on Contracted Buses shall remain with Authority. In case any damages occur to the contracted buses while mounting & dismounting of advertisement material/ equipment or in between the cost of same shall be borne by Authority or agency appointed by Authority and agency appointed by Authority shall make all the damages good within 07 days. However, in case the cost of maintenance is increased due to any such advertisement/ publicity, the bidder shall be adequately compensated by Authority.	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages, the cost of damages shall be borne by the Authority.	Tata motors	Contract Agreement
170	25.1.Calculation of Kilometres of Buses	84	25.1 Calculation of Kilometres of Buses i. The Authority shall pay the kilometer charges through Escrow Account for the actual effective kilometres at the rate determined through the tender process. 1. Distance operated for making payment will be reckoned from the appointed terminus for plying vehicles as per the kilometres of the trip distance as per time table. 2. Distance travelled by the Contracted Bus from the Bus Depot/Parking Space to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot/Parking Space at the end of the day's service shall be considered if operated as per schedule provided by the Authority.	We request Authority in the clause 25.1, kindly add as point no. 3.Distance travelled by the Bus for the purpose of Intermediate charging within & as per the schedules provided by Authority.	RFP Clause Prevails	Tata motors	Finance
171	25.1.Calculation of Kilometres of Buses	84	3. Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements, shall be considered.	It is requested to authority that Kms travelled in compliance with statutory certification shall also need to be included for Bus kilometer payment.	RFP Clause Prevails	Tata motors	Finance
172	25.1.Calculation of Kilometres of Buses	84	25.1 Calculation of Kilometres of Buses v. Increase in route kilometer due to enforcement of law and order shall not be reckoned for kilometer charges where Authority has not changed its fare structure.	Request authority that change in routes due enforcement of law is beyond the capacity and control of operator. However, the input cost of operator in terms of electricity consumption, lubes, spares parts etc. shall increase in case of any increase in route Kms, therefore on the fair ground the increase Kms shall be constitute as payable Kms.	25.1 Calculation of Kilometres of Buses v. Increase in route kilometer due to enforcement of law and order shall be reckoned for kilometer charges after due certification by the respective Depot Incharge.	Tata motors	Finance
173	25.1.Calculation of Kilometres of Buses	85	vi. Operator is free to keep spare electric buses for smooth running of contracted Electric Buses. The Operator shall at all times during the contract period maintain 97% of the fleet for bus operational purpose. If it fails to provide, additional penalty will be charged as mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.	Request Authority to calculate total fleet availability of 95% for the first five year, 92% for the subsequent contract period. Request authority to calculate total fleet wise availability on yearly basis ("Assured Fleet Availability").	vi. Operator is free to keep spare electric buses for smooth running of contracted Electric Buses. The Operator shall at all times during the contract period maintain 95% of the fleet for bus operational purpose. If it fails to provide, additional penalty will be charged as mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.	Tata motors	Finance
174	25.1.Calculation of Kilometres of Buses	85	vii. In case of an accident where the bus is detained by police authorities or impounding of vehicle by any other statutory authority, penalty will be imposed for the period for which the vehicle is detained or impounded by the authorities as per mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.	Request authority to kindly levy the penalty only in case where operator is not able to provide the schedule availability of 95% for the first five year, 92% for the subsequent contract period. Request authority to calculate total fleet wise availability on yearly basis ("Assured Fleet Availability").	do	Tata motors	Finance

175	25.4.PAYMENT TERMS	86	<p>b) Payment Period</p> <p>i. The Authority shall, within a period of 30(Thirty) days of the receipt of invoice, will check AUTHORITY Internal record and make payment of the total invoiced amount through Escrow Account. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.</p> <p>ii. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law.</p>	<p>We request Authority that on receipt of the bill, the Authority shall release 90% of payment within 05 days. The balance 10% shall be paid to the successful operator subject to recoveries, if any, within 15 days positively.</p> <p>Further, we request in case of delay on account of Authority, the amount remaining shall be disbursed along with interest at the rate 2% for the period of delay on such amount.</p>	<p>b) Payment Period</p> <p>i. The Authority shall, within a period of 30(Thirty) days of the receipt of invoice, will check AUTHORITY Internal record and make payment of the total invoiced amount through Escrow Account. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.</p> <p>ii. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law, deductions under SLA clauses as per contract.</p>	Tata motors	Finance
176	25.4.PAYMENT TERMS	87	<p>d) Revision of Fee:</p> <p>i. The Parties agree that the Fee shall be revised every 6 (six) months from the 3rd year onwards on the basis of variation in electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement ("Fee Revision").</p> <p>ii. The Operator shall submit to the Authority, no later than 30 (thirty) days prior to the expiry of the aforesaid period of 6 (six) months, a statement of the input cost of the electricity consumed at the Charging Infrastructure, as provided in Clause 4.2 (g), in the format provided in Annexure-9 along with copies of electricity bills clearly segregating the consumption of electricity for the Charging Infrastructure.</p> <p>iii. From the 3rd year of COD if in any event the CPIIW, WPI and electricity charge varies by more than 4% (four per cent) between the last bill of the 2nd completed year and subsequent changes in every 6 months thereafter, the per kilometer charges shall be paid as per formula mentioned below.</p>	<p>We request Authority for more competitive rates, the revision on rate shall be done from 2nd year onwards for subsequent years on actual variation on Electricity unit, WPI & CPI indexes.</p>	RFP Clause Prevails	Tata motors	Finance
177	25.4.PAYMENT TERMS	87	<p>iv. The Parties agree that the formula for revision of fee shall be: For the 1st revision after 3rd year of COD:</p> $\text{Payable Fee} = \text{Final Quoted Price} * [1 + (0.2 * ((\text{CPI IW on the date of submission of the statement} - \text{CPI IW on the Base Index Date}) / \text{CPI IW on the Base Index Date})) + (0.6 * 0.4 * ((\text{WPI on the date of submission of the statement} - \text{WPI on the Base Index Date}) / \text{WPI on the Base Index Date})) + (0.2 * ((\text{price per kWh of electricity on the date of submission of the statement} - \text{price per kWh of electricity on the Base Index Date}) / \text{price per kWh of electricity on the Base Index Date}))]$ <p>For subsequent revisions:</p> $\text{Payable Fee} = \text{Final Quoted Price} * [1 + (0.2 * ((\text{CPI IW on the date of submission of the statement} - \text{CPI IW on the preceding Fee Revision Date}) / \text{CPI IW on the preceding Fee Revision Date})) + (0.6 * 0.4 * ((\text{WPI on the date of submission of the statement} - \text{WPI on the preceding Fee Revision Date}) / \text{WPI on the preceding Fee Revision Date})) + (0.2 * ((\text{price per kWh of electricity on the date of submission of the statement} - \text{price per kWh of electricity on the preceding Fee Revision Date}) / \text{price per kWh of electricity on the preceding Fee Revision Date}))]$	<p>Please include Minimum Wages also</p>	RFP Clause Prevails	Tata motors	Finance
178	25.4.PAYMENT TERMS	87	<p>c) Guarantee to operate particular number of kilometres</p> <p>The Authority hereby assures the Operator that the Operating Plan will be formulated so as to ensure that the Bus Kilometres travelled by each of the Contracted Buses, in a continuous period of 6 (six) months, commencing from COD and then onwards half yearly basis, shall be no fewer than 36,000 kms / contracted bus. The assured kms shall be calculated as per the fleet availability as mentioned in the clause 25.1 of this bus operator agreement.</p>	<p>We request Authority that as per clause no. 8.3 opening of price bid conditions (pg-24), Authority is asking to run the bus 260+10% Kms per day, however as per clause no. 25.4.e, the Assured KMs provided by Authority is 200 per bus per day.</p> <p>Request Authority to kindly change the assured KMs wrt 260 Kms per bus per day which comes as 46800 per contracted bus on six monthly basis.</p>	RFP Clause Prevails	Tata motors	Finance
179	25.4.PAYMENT FOR UNUTILISED KM	88	<p>c) Guarantee to operate particular number of kilometres</p> <p>i) Payment for Unutilised Kilometres</p> <p>In the event that the Authority is unable to provide the Operator the operations of the Contracted Bus trips such that the average number of kilometres operated per Contracted Bus is not equal to the Assured Bus Kilometres, Authority will pay to the Operator, in addition to the full payments made for Bus km operated based on invoices presented by the Operator, an amount which shall be determined as follows:</p> $\text{Assured Payment Amount for Unutilised Kms} = 0.35 * (\text{Tm} - \text{Ta}) * \text{Applicable Kilometre Charge}$ <p>Where,</p> $\text{Tm} = \text{Assured Bus Kilometres}$ $\text{Ta} = \text{Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision.}$ <p>It should be noted that the Assured Payment Amount will not be payable for any shortfall in Kilometres of the Fleet that arises due to:</p> <ul style="list-style-type: none"> Default of the Operator under this Agreement Non-availability of Contracted Buses for reasons attributable to 	<p>We humbly request authority in case of underutilized Kilometers, the payment shall be done as:</p> $\text{Total payment for underutilised Kms} = (\text{Tm} - \text{Ta}) * \text{Applicable Kilometre Charge}$ <p>Where,</p> $\text{Tm} = \text{Assured Bus Kilometres}$ $\text{Ta} = \text{Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision.}$ <p>In addition, request Authority underutilise KMs due to force majeure event shall also payable while calculating underutilise KMs.</p>	RFP Clause Prevails	Tata motors	Finance

180	25.4.PAYMENT FOR EXCESS KM	88	<p>ii) Payment for Excess Kilometres</p> <p>If the Contracted Buses operated under this Agreement exceed the Assured Bus Kilometres, then the Kilometre Charge payable applicable for such additional kilometres in excess of the Assured Bus Kilometres shall be calculated as follows;</p> <p>Assured Payment Amount for Excess Kms = $0.65 \times (Ta - Tm) \times \text{Applicable Kilometre charge}$ where</p> <p>Ta = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision</p> <p>Tm = Assured Bus Kilometres</p>	<p>We request authority since excess Kms shall generate additional revenue for Authority, therefore payment of excess Kms should be paid on enhanced fee i.e. as below :</p> <p>Assured Payment Amount for Excess Kms = $1.25 \times (Ta - Tm) \times \text{Applicable Kilometre charge}$</p> <p>Ta = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision</p> <p>Tm = Assured Bus Kilometres</p>	RFP Clause Prevails	Tata motors	Finance
181	26.TAXES AND STATUTORY LEVIES	90	The responsibility to pay taxes and statutory charges related to Bus Services would be divided between the Authority and the Operator as mentioned in the responsibility matrix provided in the table below:	Request Authority for the point number 10, GST shall be payable to the operator by Authority. Request you kindly change the clause.	RFP Clause Prevails	Tata motors	Finance
182	28.1.2. .Operation and Maintenance of Contracted Buses:	93	x. Agree to comply with all Applicable Laws including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project, that are now or may in the future become applicable to Operator's management, operation and maintenance of the Project, and personnel/ drivers, engaged in such operations covered by this Agreement or accruing out of the performance of Bus Services and operations contemplated hereunder. The Operator shall be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project.	We request Authority that any financial or additional impact due to any statutory variation in form of taxes, Act, Govt Policies, Rules & Regulations, amendment in law, implementation of new law are considered as payable extra to Operator on actual basis on submission of documentary evidence.	RFP Clause Prevails	Tata motors	Technical
183	28.1.6. .Inspection	94	<p>a. Make available Contracted Buses to the Authority or its authorised personnel for inspection as and when required/instructed by Authority for assessment of compliance with maintenance and roadworthiness.</p> <p>b. Upon such inspections any suggestions/instruction received from the Authority with regards to corrective actions, maintenance requirement, part replacement requirement, shall be implemented by the Operator at its own cost within [15 (fifteen)] days or a reasonable time period as specified by the Authority. In case of non-rectification/non action of such instruction within stipulated time period, the Authority may replace or rectify such defect at its own cost and such expenses borne by the Authority shall be reimbursed by the Operator on an immediate basis.</p> <p>c. It is hereby clarified that the Authority at its sole discretion, if it determines that such events are occurring on regular basis or are causing undue interference with the Bus Services, may:</p> <p>(i) impose fines and/or damages in accordance with the terms contained herein; and/or</p> <p>(ii) terminate this Agreement.</p>	We request that authority may inspect the buses but since the ownership of buses lies with operator and operator is bound to provide the services in line with the contractual obligations therefore implementation of any suggestion/instruction of authority shall be remain with operator as per his best solution as operator is bound to fulfil its contractual obligation under in this agreement.	RFP Clause Prevails	Tata motors	Technical
184	28.1.8. .Appointment of Drivers and Staff	94	<p>a) appoint:</p> <p>i. drivers holding a valid licence and Public Service Vehicle (PSV) badge for driving passenger bus for a minimum period of [5 (five)] years, before the Execution Date in accordance with the Motor Vehicles Act, 1988; and submit the license of all appointed drivers to the Authority before deployment of the Contracted Buses; and</p>	Request Authority that driver experience criteria should be reduced to 1 year from 05 year so that best driver can be hired from the larger pool.	RFP Clause Prevails	Tata motors	Technical
185	29.1.3.INSURANCE	97	29.1.3. 100% replacement cost for any loss and damages to the Authority's Property/Project Asset/Premises/Parking Space with Authority as beneficiary. Shortfall in insurance cover, if any, shall be borne by the Operator.		RFP Clause Prevails	Tata motors	Technical
186	29.1.4.INSURANCE	97	29.1.4. Operator's all risk insurance with the Authority as co-beneficiary;	Kindly request Authority to be an Co-beneficiary	RFP Clause Prevails	Tata motors	Technical
187	30.DAMAGE TO CONTRACTED BUSES DUE TO VANDALISM	98	30.1. In the event that any damages or need for repairs to the Contracted Buses, Bus Station, Terminals and Bus Station/or Parking Spaces or any other asset provided by the Authority arises during the Contract Period on account of Vandalism, the Operator shall be required to make good the damages and repair the Contracted Buses to the original conditions at the cost of Operator. No re-imbursement of any kind shall be available to the Operator for any such damage or loss, including for loss of full bus. In case of loss of full bus, Operator shall replace the lost bus with another bus of same configuration, specifications, make and vintage. In all cases, the repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority.	Request Authority that in case bus damage due to vandalism necessary repair time to be provided to operator and for such time period no penalty shall be levied on operator.	30.1. In the event that any damages or need for repairs to the Contracted Buses, Bus Station, Terminals and Bus Station/or Parking Spaces or any other asset provided by the Authority arises during the Contract Period on account of Vandalism, the Operator shall be required to make good the damages and repair the Contracted Buses to the original conditions at the cost of Operator. No re-imbursement of any kind shall be available to the Operator for any such damage or loss, including for loss of full bus. In case of loss of full bus, Operator shall replace the lost bus with another bus of same configuration, specifications, make and vintage. In all cases, the repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority with necessary repair time as mutually agreed by the operator and authority	Tata motors	Contract Agreement

188	31.FINES/DAMAGES	99	<p>31.1. Without prejudice to and notwithstanding any other provision of this Agreement pursuant to which the Operator is liable to pay fines/damages, the Operator shall be liable to pay damages/fines during the Payment Period to the Authority in respect of the deficiencies/events provided in Annexure of this Agreement ("Fines").</p> <p>31.2. Fines in respect of said specified deficiencies/events for Contracted Bus shall be as provided in Annexure 1 to this Agreement.</p> <p>31.3. The total Fines payable to the Authority in any Payment Period in terms of this clause in respect of all the categories of buses shall be computed by arriving at the arithmetic sum computed for each such category ("Aggregate Fines").</p> <p>31.4. Capping of Penalties: The total penalties shall be limited to 10% of the monthly invoice amount. If the capping of the penalties exceed the 10% limit of the monthly invoice amount in a continuous period of 6 months then the termination clause shall be invoked.</p>	<p>We request authority to limit the overall liability/ damages/ fines of the bidder under the agreement, either through total fines or all other fines, whether the liability arises as a result of single act or a series of act should be limited to a maximum of an amount of equal to 1% of the total payment received by bidder or 1% amount of average payment of last three payment periods.</p>	RFP Clause Prevails	Tata motors	Technical
189	39.HANDBACK ON TERMINATION	106	<p>39.2. After successful completion of agreement period, Operator shall hand over all transformers, Chargers , entire Electrical and civil infrastructure including Electrical and civil systems, its sub systems , its parts used for Project , hardware, software, firmware, and deliverables under the Project in sound and operating conditions condition to the Authority , besides any equipment's, parts, installed by the Authority in sound condition.</p> <p>39.3. In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover all transformers, Chargers, entire Electrical and civil infrastructure including Electrical and civil systems, its sub systems , its parts used for Project , hardware, software, firmware, and deliverables under the Project in sound and operating conditions condition to the Authority , besides any equipment's, parts, installed by the Authority in sound condition.</p> <p>39.4. In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover free from Encumbrances the peaceful possession of all awarded/allotted space within Bus Depots, Parking Spaces, Terminals, and any other assets installed or developed by Authority including without limitation any and all hardware, software, firmware, and deliverables in</p>	<p>Authority must pay residual amount as established by operator for gaining the ownership of these permanent infrastructure & equipment's (transformers, Chargers , entire Electrical and civil infrastructure including Electrical and civil systems, its sub systems , its parts used for Project , hardware, software, firmware).</p> <p>In addition, we request Authority that Operator is making huge initial investment against depot civil & electrical infrastructure, therefore in case of early termination Authority shall pay the due amount as assess by operator as a residual value.</p>	RFP Clause Prevails	Tata motors	Contract Agreement
190	40.2. Arbitration	107	<p>40.1. Amicable Resolution</p> <p>40.1.1. Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.</p> <p>40.1.2. Either Party may require the Dispute to be referred to the Managing Director, Capital Region Urban Transport for amicable settlement. Upon such reference, both the Operator and Managing Director, Capital Region Urban Transport shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may take the matter to the court of law in the Bhubaneswar/Cuttack jurisdiction only.</p>	<p>We request Authority to kindly add the Arbitration clause in the clause 40 (in case dispute is not settled amicably).</p> <p>The clause shall be as under -</p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") shall be settled by binding arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time). The arbitration shall be by a committee of 3 (three) arbitrators. 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman to be appointed by the 2 (two) arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996 (as amended from time to time). The place of arbitration shall be New Delhi, India. If any legal proceeding arises between the parties thereafter the same shall have to be instituted in the Courts situated in Mumbai only.</p>	RFP Clause Prevails	Tata motors	Finance
191	41.SUB CONTRACT	107	41. SUB CONTRACT NOT ALLOWED.	<p>We request Authority to kindly allow the sub-contracting of operation & maintenance works.</p> <p>Request Authority to kindly consider our request.</p>	RFP Clause Prevails	Tata motors	Contract Agreement
192	42.INDEMNITY	107	<p>42.1. The Operator shall at all times, i.e. during the Contract Period and at any time thereafter, defend, indemnify and hold the Authority harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person or injury to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Operator of any covenant representation or warranty or from any act or omission of the Operator or his agents, employees or sub-contractors.</p> <p>42.2. The Operator shall be liable for and make good any damages which may be caused to Authority or to third parties, for non-compliance of any of its statutory/ contractual obligations and responsibilities with respect to any party.</p> <p>42.3. The Operator shall be liable and make good to Authority any damages or statutory claim like Motor Accident Claim which may be caused to Authority for any negligence on the part of Operator or its employees.</p>	<p>We request Authority that both the parties shall at all times, i.e. during the Contract Period and at any time thereafter, defend, indemnify and hold each other harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person or injury to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by either authority or Operator of any covenant representation or warranty or from any act or omission of the authority or Operator or his agents, employees or sub-contractors.</p>	RFP Clause Prevails	Tata motors	Contract Agreement
193	44.SHORT CLOSURE OF PROJECT	111	<p>The Authority reserves the right to short close the agreement due to administrative/ technical/ safety/financial reasons in the interest of common cause with a prior notice of 6 (six) months in writing at any time from COD.</p>	<p>In case of short closure of Project, Authority must protect the interest of Operator by paying amount invested by Operator towards Bus manufacturing, Depot development (civil & infra), Equipment Purchase cost etc.</p> <p>Kindly consider our request.</p>	RFP Clause Prevails	Tata motors	Contract Agreement

194	Annexure 1. DEFICIENCY AND INCIDENT WISE DAMAGES/ FINES	112	<table><tr><th colspan="3">1. Vehicle – Fine per deficiency per bus</th></tr><tr><th>Sr. No.</th><th>Deficiencies</th><th>Fine in Terms of Km Charges per day per bus</th></tr><tr><td>1</td><td>Modification of the design destination board or paintwork of the entrance or interior of the bus without the authorization of Authority</td><td>50</td></tr><tr><td>2</td><td>Missing bus body panels on the exterior/interior of the bus</td><td>50</td></tr><tr><td>3</td><td>Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operation</td><td>50</td></tr><tr><td>4</td><td>Dirty vehicle (i.e. dirty handrails, chairs and floor, litter of any kind on floor, foul odour, dirty windows and glass panels, Spots) inside or outside, at the time of start of first shift in the morning</td><td>50</td></tr><tr><td>5</td><td>Broken/damaged windows, fixed glass, front windshield or rear windshield</td><td>25</td></tr><tr><td>6</td><td>Fire Extinguisher missing or beyond expiry date</td><td>25</td></tr><tr><td>7</td><td>Malfunctioning passenger door</td><td>50</td></tr><tr><td>8</td><td>Broken/Loose/Missing Passenger Seat</td><td>25</td></tr><tr><td>9</td><td>Loose or missing handrails, roof grab rails and/or with sharp edges</td><td>25</td></tr><tr><td>10</td><td>Visible dents more than 6" beyond 1 week on the bus exterior</td><td>25</td></tr><tr><td>11</td><td>Malfunctioning Buses Light in the passenger compartment</td><td>25</td></tr></table>	1. Vehicle – Fine per deficiency per bus			Sr. No.	Deficiencies	Fine in Terms of Km Charges per day per bus	1	Modification of the design destination board or paintwork of the entrance or interior of the bus without the authorization of Authority	50	2	Missing bus body panels on the exterior/interior of the bus	50	3	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operation	50	4	Dirty vehicle (i.e. dirty handrails, chairs and floor, litter of any kind on floor, foul odour, dirty windows and glass panels, Spots) inside or outside, at the time of start of first shift in the morning	50	5	Broken/damaged windows, fixed glass, front windshield or rear windshield	25	6	Fire Extinguisher missing or beyond expiry date	25	7	Malfunctioning passenger door	50	8	Broken/Loose/Missing Passenger Seat	25	9	Loose or missing handrails, roof grab rails and/or with sharp edges	25	10	Visible dents more than 6" beyond 1 week on the bus exterior	25	11	Malfunctioning Buses Light in the passenger compartment	25	<p>Request authority that many of penalties are very subjective in nature like Dirty bus (50 Kms deduction) and many penalties are depending on external factors and may happen enroute like : Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights,</p> <p>Arriving for a shift more than 10 min late than as given in Operating Plan for a given route for a given bus for Buses as per Assured Fleet Availability - (25 Kms deduction), Delay of more than 20 min beyond the end of shift - (10 Kms deduction), Driver not wearing clean uniform as designed by Authority - (25 Kms deduction)</p> <p>From above we can comprehend that many a penalty is dependent of external factors like traffic are very subjective. Therefore, we request authority that Kms penalty shall not be more than 10 Kms for any event and accordingly Vehicle deficiency penalty (point 1 to 18) and Bus operation penalty (1 to 34) need to be relooked.</p> <p>In lieu of above we request authority to limit the overall liability of the operator under the agreement, either through total fines or all other fines, whether the liability arises as a result of single act or a series of act should be limited to a maximum of an amount of equal to 1% of the total payment received by operator or 1% amount of average payment of last three payment periods.</p>	RFP Clause Prevails	Tata motors	Technical			
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198	Annexure 3.INDICATIVE LAYOUT OF THE PARKING SPACE	116	INDICATIVE LAYOUT OF THE PARKING SPACE	Attachment missing, request authority to provide the layout plan along with the dimension.	will be provided post issuance of LOA	Tata motors	Contract Agreement																																										
199	Annexure 4.INDICATIVE BUS SERVICE AREA AND FLEET DEPLOYMENT PLAN	117	INDICATIVE BUS SERVICE AREA AND FLEET DEPLOYMENT PLAN	Attachment missing, request authority to provide the details as mentioned in Annexure 4.	will be provided post issuance of LOA	Tata motors	Contract Agreement																																										
200	Annexure 7.PARKING SPACE LICENSE AGREEMENT	124	Annexure 7.PARKING SPACE LICENSE AGREEMENT	Request Authority to kindly confirm if there are any charges for depot allotted by Authority.	will be provided post issuance of LOA	Tata motors	Contract Agreement																																										
201	12.6	135	Entire surface of bus under floor and sides exposed to ground would be covered with appropriate corrosion prevention & flame-retardant paint coating for protection against harmful effects of water,	Flooring is made of Marine grade plywood. No painting is done	RFP Clause Prevails	Tata motors	Technical																																										
202	12.1	135	After anti corrosive treatment, structural members would be coated with red oxide/ Zinc Chromate primer & superior quality black paint.	Epoxy paint is used for anti corrosive treatment	RFP Clause Prevails	Tata motors	Technical																																										

203	13.1	136	Bus exterior side panels would be fitted with stretched GP/stainless steel/Aluminium sheet at waist level. The exterior front-end panelling would be of GP/stainless steel/ Aluminium sheet while roof, rear, sides & skirt panelling would be of aluminium. All interior panelling would be of Acrylonitrile Butadiene Styrene (ABS)/Pre coated Aluminium Sheet conforming to relevant National or International Standards.	<p><u>Exterior :</u> Front Face = FRP Rear Face =FRP Roof = GI Stretch panel =GI Skirt Panel= GI</p> <p><u>Interior:</u> Roof - Aluminium Composite Panel Sides: PVC GI Front :ABS Rear : ABS</p>	Bus exterior side panels would be fitted with stretched GP/stainless steel/Aluminium sheet at waist level. The exterior front-end panelling would be of GP/stainless steel/ Aluminium sheet while roof, rear, sides & skirt panelling would be of aluminium. All interior panelling would be of Acrylonitrile Butadiene Styrene (ABS)/Pre coated Aluminium Sheet conforming to relevant National or International Standards. or as per AIS 153	Tata motors	Technical
204	13.4	136	All side skirt panels below stretch panel be of such design as would facilitate quick replacement of any damaged panel(s) with pre-painted panels. The side skirt would be able to withstand side impact as per provisions of BIS: 14682-2004 or latest (SUPD). Similarly, rear end would be able to withstand rear impact as per the provisions of BIS: 14812-2005 or latest (RUPD).	Welded skirt panels will be provided as per OEM design.	RFP Clause Prevails	Tata motors	Technical
205	13.5	136	Anti-drumming compound/thermocole/glass wool/PU Foam as per Bus Code (AIS 052) would be provided between interior and exterior panel.	Special insulation meeting AIS 052 norms will be provided	RFP Clause Prevails	Tata motors	Technical
206	13.6	136	Roof structure would be thermally insulated with flame retardant Polyurethane or glass wool of minimum 40 kgs/m3 density as per Bus Code (AIS 052). The specifications/ BIS Standards for aforesaid insulating material would be supplied. Insulation would also be provided at other locations for improved performance of air conditioning system.	Special insulation meeting AIS 052 norms will be provided	RFP Clause Prevails	Tata motors	Technical
207	13.8	136	Rain gutters would be provided to prevent water flowing from the roof onto the passenger doors, driver's side window, and exterior mirrors. When the bus is decelerated, gutters would not drain onto windshield, or driver's side window, or into the door boarding area. Cross sections of the gutters would be adequate for proper operation.	Rain gutters will not be provided being AC bus. Canopies will be provided for Driver & Passenger doors	Rain gutters/canopies would be provided to prevent water flowing from the roof onto the passenger doors, driver's side window, and exterior mirrors. When the bus is decelerated, gutters/canopies would not drain onto windshield, or driver's side window, or into the door boarding area. Canopies will be provided for Driver & Passenger doors	Tata motors	Technical
208	14.1	137	All structural members of the bus would be treated for corrosion prevention internally as well as externally and painted wherever required. Polyurethane (PU) painting base spray paint of approved Indian standard or equivalent conforming latest/ international Standards as applicable would be used for exteriors painting of bus including interiors wherever required. Colour shade would match to the shades as per BIS: 5-1978 or latest. Details of paints used, surface treatment & preparation, corrosion prevention treatment, base primer coatings, number of paint coats to be applied etc. would be supplied.	Epoxy based paint will be used for Exterior body painting	RFP Clause Prevails	Tata motors	Technical
209	15.1	137	Exterior, interior colour schemes and logo/ graphics would be painted as directed by AUTHORITY. Information, on seats, for reservation for persons with disabilities, ladies, senior citizens would be marked as per the details provided by the AUTHORITY.	Solid colour paint (maximum of 2 colours) will be provided for exterior colour scheme. Only Stickers & Signages as per Statutory requirement will be provided. Graphics will not be in our scope of supply	RFP Clause Prevails	Tata motors	Technical
210	16.4	137	Overall dimensions and construction of entrance and exit doors would be identical so that doors and door operating mechanisms are interchangeable	Front door aperture = 800 mm Middle door aperture = 1250mm	RFP Clause Prevails	Tata motors	Technical
211	16.5	138	A pilot lamp on the driver's dashboard would be provided to warn that the door is 'Open' or not fully closed.	TBC by Engg	A pilot lamp on the driver's dashboard would be provided to warn that the passenger door is 'Open' or not fully closed.	Tata motors	Technical
212	20.1	139	One of the emergency exits shall be in the form of emergency door situated at opposite side of service door as per Bus Code requirement	Emergency door not mandatory as per AIS 052	RFP Clause Prevails	Tata motors	Technical
213	21	139	Two escape hatches/Roof hatches to be provided in addition to emergency exits, as per bus code. However, Roof hatches are mandatory in AC fitted buses for ventilation in case of A.C. failure.	Roof hatch cannot be provided for AC bus	one nos. roof escape hatches	Tata motors	Technical
214	23.5	139	Floor would be fitted with fire retardant 19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000(IS15061:2002) or chequered plywood 19mm thick	12 mm High density plywood meeting AIS 052 norms will be provided	23.5. Floor would be fitted with fire retardant 12mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000(IS15061:2002) or chequered plywood 19mm thick.	Tata motors	Technical
215	31.1	141	Adjustable roller type sun visors would be provided for windshield & driver's side window. Visors would be shaped to minimize light leakage between visors & windshield. Adjustment of visors would be made easily by hand with positive locking & releasing devices and would not be subject to damage by over-tightening. Sun visor construction & material would be strong enough to resist breakage during adjustment. Visors may be transparent but would not allow a visible light transmittance in excess of 10%. Visors where deployed would be effective in driver's field of view at angles more than 50 above horizontal.	Roller type sunvisor can be provided only for driver on the windshiled and not on Driver door	RFP Clause Prevails	Tata motors	Technical
216	38.3	147	A grab handle and suitable handles on the outside of windshield centre at waist level would be provided to facilitate manual cleaning of the windscreens	Not provided	RFP Clause Prevails	Tata motors	Technical
217	40.2	147	In addition, FDSS has to be provided as per AIS135 or as per applicable.	FDSS not mandatory for EV buses	RFP Clause Prevails	Tata motors	Technical
218	41.1	148	First aid kit complete with items, medicines, bandages etc. would be provided as per provisions of CMVR fitted near driver seat at appropriate position and level on side with proper reinforcement	First Aid box without medicines will be provided	RFP Clause Prevails	Tata motors	Technical
219	13.3	161	Floor height above ground	900 +/- 25mm	RFP Clause Prevails	Tata motors	Technical

220	14.1	162	Type of doors- LH Side doors – Power operated doors, JK type / Swing in door 800mm width one no. ahead of front axle and one no. 800 mm width preferably behind rear axle or ahead of rear axle.	Both doors will be of JK Front door = 800 mm aperture Middle door = 1250 mm aperture	RFP Clause Prevails	Tata motors	Technical
221	14.3.1	162	Rear service doors (near side/non- driver side)- Behind rear axle	Between wheel base	Rear service doors (near side/non- driver side)- Between Wheel base	Tata motors	Technical
222	14.8	162	Ramp for wheel chair at the gates wherever required-Not applicable	Hydraulic lift mechanism can only be provided for 900 mm Floor height bus along with separate door for Accessing the wheel chair.	Deleted	Tata motors	Technical
223	15.2	163	Bus structure - materials specifications etc.	As per OEM Design - AIS 052 & 153	RFP Clause Prevails	Tata motors	Technical
224	15.7.1 (i)	163	Wheel chair anchoring - minimum for one-wheel chair	To be clarified	Deleted	Tata motors	Technical
225	15.7.1 (m)	165	30seats + driver	Contradicting with Clause 27.4 wherein no: of seats is minimum 31+D. To be clarified However only 27PMS +1D can be provided if wheel chair space is required. Else Maximum of 33 PMS +D seats can be provided if wheel chair not required	RFP Clause Prevails	Tata motors	Technical
226	15.7.1 (l)	165	Area for seated passengers (sq.mm.) type 1 NDX/SDX:	Plastic moulded seats with cusion padding will be provided	RFP Clause Prevails	Tata motors	Technical
227	18.13	167	R H Side emergency door mandatory Dimensions as per AIS 052/CMVR	Emergency door not mandatory as per AIS 052	RFP Clause Prevails	Tata motors	Technical
228	25	169	Two nos. roof escape hatches	Roof hatch cannot be provided for AC bus	one nos. roof escape hatches	Tata motors	Technical
229	27	169	Colour scheme as per AUTHORITY requirement	Feasible to provide Solid Color Only. Branded logos and statutory Stickers only can be provided	RFP Clause Prevails	Tata motors	Technical
230	2.Key Terms	10	The Operator shall be liable to pay RTO registration charges and insurance charges at the time of Bus registration and thereafter bear all RTO and insurance charges/ taxes for remaining years of Agreement.	Subject to reimbursement of same from the Authority.	RFP Clause Prevails	Tata motors	Contract Agreement
231	17.Miscellaneous	31	The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.	Please amend with Mumbai.	RFP Clause Prevails	Tata motors	Contract Agreement
232	4.1 (b).ESCROW Bank and the Beneficial parties	57	(b) The CRUT hereby agrees to pay to the ESCROW Bank, fees of ' [] per [] [] consideration for acting as the ESCROW Bank hereunder.	To be filled.	RFP Clause Prevails	Tata motors	Contract Agreement
233	4.2 (b).Obligation of the ESCROW Bank	57	(a) shall, within [five (5)] Business Days after receipt, deliver a copy to the CRUT acting through [] of any notice or document received by the ESCROW Bank (in its capacity as the ESCROW Bank) from the Operator or any other entity;	To be filled.	RFP Clause Prevails	Tata motors	Contract Agreement
234	2.4.2.Lock in Period for Consortium	72	The members of Consortium shall remain in Consortium for a Lock-In Period for the Contract Period and the share holdings pattern of the members of the consortium shall remain same throughout the Contract Period i.e. Lead member shall be the lead member throughout the contract period.	Business to confirm the lock-in period.	RFP Clause Prevails	Tata motors	Contract Agreement
235	4.2 (k).Responsibilities during "Operations Period"	75	k. Wear and tear of the bus due to bad road conditions, shall not be considered an adequate defence on the part of the Operator for not fulfilling his Contractual obligations as per the Agreement.	Please include it in Force Majeure.	RFP Clause Prevails	Tata motors	Contract Agreement
236	4.2 (l).Responsibilities during "Operations Period"	75	l. However the operator shall not be liable for any liquidated damages for delay or failure to perform the contract for reasons of force majeure such as the acts of god, acts of public enemy, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, grid failures and provided that the operator shall within 15 days from the beginning of such delay shall notify the Authority in writing the cause of delay duly substantiated with documentary evidence.	Please remove this line as the documentary evidence may not be available. Also the requirement of notice needs to be waived off.	RFP Clause Prevails	Tata motors	Contract Agreement
237	14.1.REMOVAL AND REPLACEMENT OF REJECTED BUSES	79	14.1. On rejection of any Bus, subjected to inspection or assessment of performance during commissioning at Authority's premises, such buses shall be replaced within 21 days of the date of intimation of such rejection.	Please amend with word rectification/deficiencies.	RFP Clause Prevails	Tata motors	Finance
238	16.1.LIQUIDATED DAMAGES (LD) FOR DELAY IN SUPPLY OF FULLY BUILT CONTRACTED BUSES	80	If the Operator fails to complete the supply of Contracted Buses within the Month wise delivery schedule specified in the clause 10.1 above and if the Operators is not able to cure such default (delay in buses) within the prescribed delivery schedule, the Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages (LD) @ INR 1,500/- (Rupees One Thousand Five Hundred only), per bus per day of delay.	Please amend with "subject to an upper cap of Rs. 10,000/- per bus".	RFP Clause Prevails	Tata motors	Finance
239	16.2.LIQUIDATED DAMAGES (LD) FOR DELAY IN SUPPLY OF FULLY BUILT CONTRACTED BUSES	80	The amount of pre estimated liquidated damages to be charged under the contract, in terms of Clause 16 of Contract Conditions shall not exceed INR 1 lakh per Bus within a period of 90 days.	Please amend with "subject to an upper cap of Rs. 10,000/- per bus".	RFP Clause Prevails	Tata motors	Finance
240	17.3.CONSEQUENCE S OF NON- ADHERENCE TO DELIVERY OBLIGATIONS	80	With pursuant to clause 17.2 above, in case of reduction/increase in size of the contract, the Operator shall replace the amount of Performance Security calculated as per the revised contract size.	Please add" in case of upward revision of quantity of buses, then the same shall be subject to additional time period for such increase number of buses.	RFP Clause Prevails	Tata motors	Finance
241	18.2.DEPLOYMENT OF CONTRACTED BUSES	80	In the event the Operator is not able to start operations of particular Lot of Contracted Buses as per above clause for reasons not attributable to the Authority or to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the Operator, the Operator shall pay liquidated damages of INR 1,500 per bus per day comprising of the Lot for every day of delay till COD for that Lot is achieved. Capping of LDs and consequences are as per clauses 16 and 17 of this Agreement.	Please add " subject to a maximum of Rs. 10,000/- per bus".	RFP Clause Prevails	Tata motors	Finance

242	24.1.ADVERTISEMENT ON THE BUSES	83	24.1. The Authority shall have all rights to decide on display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from advertisement.	Please delete this clause as advertisement should be permissible.	RFP Clause Prevails	Tata motors	Contract Agreement
243	24.3.ADVERTISEMENT ON THE BUSES	83	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.	Please delete this clause as losses to buses, if any, that may arise to the buses shall only be attributable and recovered from the respective ad agency with which authority has contract of advertisement and TML shall recover the damages, if any from the authority.	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages, the cost of damages shall be borne by the Authority.	Tata motors	Contract Agreement
244	25.4(b).Payment Period	86	i. The Authority shall, within a period of 30(Thirty) days of the receipt of invoice, will check AUTHORITY Internal record and make payment of the total invoiced amount through Escrow Account. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.	Please amend with 15 days.	b) Payment Period i. The Authority shall, within a period of 30(Thirty) days of the receipt of invoice, will check AUTHORITY Internal record and make payment of the total invoiced amount through Escrow Account. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement. ii. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law, deductions under SLA clauses as per contract.	Tata motors	Finance
245	30.1.DAMAGE TO CONTRACTED BUSES DUE TO VANDALISM	99	In the event that any damages or need for repairs to the Contracted Buses, Bus Station, Terminals and Bus Station/or Parking Spaces or any other asset provided by the Authority arises during the Contract Period on account of Vandalism, the Operator shall be required to make good the damages and repair the Contracted Buses to the original conditions at the cost of Operator. No re-imbursement of any kind shall be available to the Operator for any such damage or loss, including for loss of full bus. In case of loss of full bus, Operator shall replace the lost bus with another bus of same configuration, specifications, make and vintage. In all cases, the repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority.	Subject to reimbursement of same from the Authority.	30.1. In the event that any damages or need for repairs to the Contracted Buses, Bus Station, Terminals and Bus Station/or Parking Spaces or any other asset provided by the Authority arises during the Contract Period on account of Vandalism, the Operator shall be required to make good the damages and repair the Contracted Buses to the original conditions at the cost of Operator. No re-imbursement of any kind shall be available to the Operator for any such damage or loss, including for loss of full bus. In case of loss of full bus, Operator shall replace the lost bus with another bus of same configuration, specifications, make and vintage. In all cases, the repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority with necessary repair time as mutually agreed by the operator and authority	Tata motors	Contract Agreement
246	31.4.FINES/DAMAGES	99	Capping of Penalties: The total penalties shall be limited to 10% of the monthly invoice amount. If the capping of the penalties exceed the 10% limit of the monthly invoice amount in a continuous period of 6 months then the termination clause shall be invoked.	Please amend this with 5%.	RFP Clause Prevails	Tata motors	Technical
247	33.2.CONFIDENTIALITY OBLIGATIONS OF OPERATOR	100	33.2. The Operator is under an obligation to protect Confidential Information under this Clause for a period of three (3) years after the expiry or termination of this Agreement.	Please amend with 1 (one year).	RFP Clause Prevails	Tata motors	Contract Agreement
248	37.Political Force Majeure Events	105	Notice of Force Majeure Event As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other party of the same, setting out, inter alia, the following in reasonable detail:...	Please remove this line as the documentary evidence may not be available. Also the requirement of notice needs to be waived off.	RFP Clause Prevails	Tata motors	Contract Agreement
249	40.1.2.DISPUTE RESOLUTION& JURISDICTION	107	Either Party may require the Dispute to be referred to the Managing Director, Capital Region Urban Transport for amicable settlement. Upon such reference, both the Operator and Managing Director, Capital Region Urban Transport shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may take the matter to the court of law in the Bhubaneswar/Cuttack jurisdiction only.	It is requested that a three arbitrator panel may adjudicate the disputes, out of which one arbitrator may be appointed by each party and the third presiding arbitrator may be appointed by such arbitrators mutually and as per Arbitration and Conciliation Act. It is requested that a three arbitrator panel may adjudicate the disputes, out of which one arbitrator may be appointed by each party and the third presiding arbitrator may be appointed by such arbitrators. Please amend this with Mumbai.	RFP Clause Prevails	Tata motors	Finance
250	43.1.2.MISCELLANEOUS	108	The Courts of Odisha alone shall have exclusive jurisdiction over all matters arising out of or in respect of the Agreement.	Please amend this with Mumbai.	RFP Clause Prevails	Tata motors	Finance
251	58.Warranty/ Guarantee	154	Fully built bus would be covered under Warranty/ Guarantee for up to 4,50,000 Kms. or 48 months whichever is later from the date of putting bus into operation after registration. All assemblies, sub-assemblies, fitments, components would be covered under Warranty Period as per commitment of bus manufacturer at the time of supply of bus.	Please delete "Guarantee". Please delete this word. Please amend this with whichever is earlier from the date of invoice.	RFP Clause Prevails	Tata motors	Contract Agreement
252				1. We request you to allow financier to be a part of consortium and lead member as well	RFP Clause Prevails	Adinath	Finance
253				2. Will the authority run all 200 buses in schedule?	RFP Clause Prevails	Adinath	Contract Agreement
254				3. As electric bus segment is new there are less operators operating electric buses at the moment. So to increase completion please allow open	RFP Clause Prevails	Adinath	Qualification Criteria
255				4. Request you to reduce turnover and net worth criteria for bus operator.	RFP Clause Prevails	Adinath	Qualification Criteria
256				5. We request to reduce performance guarantee amount to 2% as in line with current practice	RFP Clause Prevails	Adinath	Performance Security
257				6. We request authority to keep in escrow 3 months payment due to the operator.	RFP Clause Prevails	Adinath	Finance
258	BID Security/EMD	12	Rs.50,00,000/- (Rs.Fifty-Lakh only) The EMD shall be deposited along with the bid in the form of Demand Draft. Any bid not accompanied with valid Earnest Money in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.	We request Rs.50,00,000/- (Rs.Fifty-Lakh only) The EMD shall be deposited along with the bid in the form of Demand Draft or Bank Guarantee. Any bid not accompanied with valid Earnest Money in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.	RFP Clause Prevails	JBM Group	Finance
259	Payment for underutilized kilometre (less than Assured KM)	88	Assured Payment Amount for Unutilised Kms = 0.35 x (Tm – Ta) x Applicable Kilometre Charge	We request assured Payment Amount for under utilized Kms (Less than assured KM)= Same as PK Fees	RFP Clause Prevails	JBM Group	Finance
260	Excess KM Payment	88	Assured Payment Amount for Excess Kms = 0.65 x (Ta – Tm) x Applicable Kilometre charge	We request assured Payment Amount for Excess Kms = Same as PK Fees	RFP Clause Prevails	JBM Group	Finance
261	Interest on delayed payment	103	The Authority shall pay interest at a rate equal to [3% (three per cent)] above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed [90 (ninety)] days; provided	We request to pay interest @18% for delay in payment	RFP Clause Prevails	JBM Group	Finance

262	Performance Security	26	Before signing of the Bus Operator Agreement, the Successful bidder(s) shall furnish Performance Security for the said project in the form of Bank Guarantee (As per format provided in the Annexure 12) in favor of "Capital Region Urban Transport." payable at Bhubaneswar at the time of signing of the Bus Operator Agreement as detailed below. The Bank Guarantee of Performance Security should be on any Nationalized/Scheduled Bank. The Successful Bidder shall be required to furnish additional performance security, in proportion to the additional quantity of buses ordered by the Authority, with pursuant to the provisions of the RFP. All charges, fees, costs and expense for providing the PS deposit in the form of Bank Guarantee shall be borne and paid by the Operator. Performance Security shall be of 5% value of the contract amount calculated. If the Bidder, fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.	Before signing of the Bus Operator Agreement, the Successful bidder(s) shall furnish Performance Security for the said project in the form of Bank Guarantee (As per format provided in the Annexure 12) in favor of "Capital Region Urban Transport." payable at Bhubaneswar at the time of signing of the Bus Operator Agreement as detailed below. The Bank Guarantee of Performance Security should be on any Nationalized/Scheduled Bank. The Successful Bidder shall be required to furnish additional performance security, in proportion to the additional quantity of buses ordered by the Authority, with pursuant to the provisions of the RFP. All charges, fees, costs and expense for providing the PS deposit in the form of Bank Guarantee shall be borne and paid by the Operator. Performance Security shall be of 3% value of the contract amount calculated. If the Bidder, fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.	RFP Clause Prevails	JBM Group	Finance
263	Payment Terms	85	Invoicing: i)Fortnightly Bills for the payment of Kilometer charges as per provision laid in 25.1 above shall be prepared by the Operator and submitted with receipt along with certificate of authorized official of the Authority on every 20th day of current month for the First Fortnight and bill for second fortnight can be submitted on every 5th day of succeeding month. The Operator shall submit an invoice specifying: Payment Terms: i. The Authority shall, within a period of 30(Thirty) days of the receipt of invoice, will check AUTHORITY Internal record and make payment of the total invoiced amount through Escrow Account. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement. ii. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law.	We request to raise the invoicing on <u>Fortnightly</u> basis and payment terms as below: 1.90% amount within 7 days from the Invoice data and 2.Balance 10% to be released by after 15 days from Invoice submission date	RFP Clause Prevails	JBM Group	Finance
264	Delivery Schedule	10	S. No Description Timelines 1 Issue of LOA- M 2 Prototype M + 1 Month 3 Delivery of 1st Lot of 50 buses M+ 3 Months 4 Delivery of 2nd Lot of 50 buses M + 5 Months 5 Delivery of rest of the buses M + 8 Months	S. No Description Timelines 1 Issue of LOA- M 2 Prototype M + 4 Month 3 Delivery of 1st Lot of 50 buses M+ 6 Months 4 Delivery of 2nd Lot of 50 buses M + 8 Months 5 Delivery of rest of the buses M + 10 Months	RFP Clause Prevails	JBM Group	Delivery Schedule
265	3.Bidding Process	10	Complete Bid (Technical Bid & Price Bid) with the prescribed bid forms should be submitted at the designated place on or before the time and date fixed for submission of bid ("Bid Due Date"). Bid submitted after Bid Due Date and time will be rejected.	We request authority to kindly clarify that the bid shall be submitted online or offline. We request authority to also clarify that the financial bid shall be submitted online or offline.	Offline only	JBM Group	Contract Agreement
266	i. 8 .Bidding Schedule	13	Mode of submission & Address at which sealed bids are to be submitted. Registered Post/Speed Post/Courier (No bids/documents will be considered received by hand or email)	Registered Post/Speed Post/Courier/By Hand (No bids/documents will be considered received by email)	Offline only	JBM Group	Contract Agreement
267	25.1.Calculation of Kilometres of Buses	84	ii.The Operator shall make available the bus for minimum 16 hours a day. In case a bus is not made available for minimum 16 hours a day, it will not be counted as a day for the purpose of reckoning the number of days operated in a month and such calculations shall be made for deduction of the lapsed Kilometers from the Assured Kilometers on daily basis.	We request Authority to Share Night Charging Window & Opportunity Charging Window (first Bus inshed/last bus out shed)	RFP Clause Prevails	JBM Group	Finance
268	Annexure-4.INDICATIVE BUS SERVICE AREA AND FLEET DEPLOYMENT PLAN	117	1.Intra-City Buses •If the buses employ opportunity charging will be provided a maximum of 30-minute window including Travel time charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 260 kms + 10% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 75 minutes including travel time to charging station.	We reuest Authority to Share the intercity route plan with Nos. of Buses to be deployed on route? PI Confirm if shift chageover time of 75 Minutes can be considered as Opportunity Charging Time per Bus. PI how many 30 minutes slots will be available for opportunity Charging.	If the buses employ opportunity charging will be provided a maximum of 75-minute window including Travel time to charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 260 kms + 10% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 15 minutes including travel time to charging station.	JBM Group	Contract Agreement
269	Annexure-4.INDICATIVE BUS SERVICE AREA AND FLEET DEPLOYMENT PLAN	117	2.Inter-City Buses For Intercity routes, the buses will be given opportunity charging/battery swapping time after every 260 + 10% contingency km (with 80% SOC).	We reuest Authority to Share the intercity route plan with Nos. of Buses to be deployed on route? We request Authority to share the details for Depots and Terminals where charging infra required	RFP Clause Prevails	JBM Group	Contract Agreement
270	67.1.Electric Bus Battery charging requirements	158	67.1.The Electric Buses shall be operated with Single/Multiple Charging throughout the day depending on the solution worked out. The Buses shall be available for charging during night after completion of scheduled trips. The Bus Operator is required to install and operate adequate charging stations at the Depot/Parking space provided by the AUTHORITY.	Please confirm, if all intracity Buses to be charged as Depot only, at Night and Opportunity charging? We request Authority to share the details for Depots and Terminals where charging infra required for Intercity Buses	RFP Clause Prevails	JBM Group	Charging Infrastructure

271	67.2.3..Electric Bus Battery charging requirements	158	Bidder must provide details of his proposed solution in terms of charging time, charging stations requirement, space requirements, scheduling and charging plan etc.	We request Authority to Share the Intracity- intercity route plan with Nos. of Buses to be deployed on route? We request Authority for Night Charging Window as 7 Hours and opportunity Charging Window as 4 Hours, for Charging Infra optimization We request Authority to share the details for Depots and Terminals where charging infra required	RFP Clause Prevails	JBM Group	Charging Infrastructure
272	1.(A).Introduction & Scope of Work	8	The selected Operator shall also establish complete charging Infrastructure including Electric Transformer infrastructure, Electric connection and allied Civil Infrastructure at the depot	The selected Operator shall also establish complete charging Infrastructure Electric Transformer infrastructure excluding Electric connection and allied Civil Infrastructure at the depot	The selected Operator shall establish complete charging Infrastructure including downstream Electric connections and all other allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	JBM Group	Contract Agreement
273	1(A)-ii.Detailed Scope of the Operator broadly includes	8	Electricity cost for charging of buses will be borne by the operator. Even all the charges towards the electric connection shall be borne by the operator only.	Electricity cost for charging of buses will be borne by the operator. Even all the charges towards the electric connection shall be borne by the operator Authority only.	RFP Clause Prevails	JBM Group	Contract Agreement
274	1(A)-ix.Detailed Scope of the Operator broadly includes	9	In this bus operations all the necessary charging infrastructure like transformers, 11 KV/ 33 KV HT line, Electric connection are in the scope/ responsibility of the bidder	In this bus operations all the necessary charging infrastructure like transformers,excluding 11 KV/ 33 KV HT line & Electric connection, are in the scope/ responsibility of the bidder.	The selected Operator shall establish complete charging Infrastructure including downstream Electric connections and all other allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	JBM Group	Charging Infrastructure
275	20.5.HANDOVER OF PARKING SPACE AND BUS DEPOT	82	Authority will assist the operator to take 11/33 KV HT power line available at Parking Space. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution. The Operator shall also be liable to pay bills for utilities such as electricity, water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator.	Authority -Operator will assist the operator -authority to take 11/33 KV HT power line available at Parking Space. Rationale: 1. Since the Depots & Terminals are owned by Authority. Therefore the UTILITY /DISCOM will release the Electric connection in favor of Authority only. Therefore Authority has to bear all associated charges including security amount. 2. As per FAME/NEBP Bidding guidelines, the Ownership of providing HT connection at 11 kV/22 kV/33 kV lies with Authority at the Depot boundary including Tariff Metering room & Metering Equipment.	The selected Operator shall establish complete charging Infrastructure including downstream Electric connections and all other allied Civil Infrastructure at the depots identified by Authority on GCC model with Annual fleet level operations of 260 kms per Bus per day for the period of Ten (10) Years which may be further extended up to Two (2) or more Years at the behest of Authority subject to review of performance and inspection of Electric Buses by investigation of Authority.	JBM Group	Charging Infrastructure
276	20.6.HANDOVER OF PARKING SPACE AND BUS DEPOT	83	All Electricity charges including the connection charges for charging of Buses and for maintenance & other activities in depot and the charging station deployed on the routes shall be borne by the operator	All Electricity charges including excluding the connection charges for charging of Buses. And all electricity charges for maintenance & other activities in depot and the charging station deployed on the routes shall be borne by the operator	RFP Clause Prevails	JBM Group	Contract Agreement
277	5.PARKING SPACE LICENSE AGREEMENT	120	Authority will assist the operator to take the bulk power connection available at Depot Space All the cost of the connection, monthly electric cost etc shall be borne by the operator.	Authority -Operator will assist the authority operator to take the bulk power connection available at Depot Space. All the cost of the connection , monthly electric cost etc shall be borne by the operator.	RFP Clause Prevails	JBM Group	Contract Agreement
278	13.1.Panelling	136	13.1. Bus exterior side panels would be fitted with stretched GP/stainless steel/Aluminium sheet at waist level. The exterior front-end panelling would be of GP/stainless steel/ Aluminium sheet while roof, rear, sides & skirt panelling would be of aluminium. All interior panelling would be of Acrylonitrile Butadiene Styrene (ABS)/Pre coated Aluminium Sheet conforming to relevant National or International Standards.	We request that The exterior front & rear -end panelling would be of FRP while roof & skirt panelling would be of aluminium.	RFP Clause Prevails	JBM Group	Technical
279	20.Emergency Exit	139	20.1. Emergency exits would be provided in bus as per the provisions of Bus Code – AIS 052/ CMVR. Two emergency exits are to be provided. One of the emergency exits shall be in the form of emergency door situated at opposite side of service door as per Bus Code requirement. Details of Emergency exits including their numbers, locations, sizes, markings etc would be supplied by the bidder along with the bid.	Emergency Exits we can provided as per AIS052/CMVR for required application. Request to remove Emergency door requirement	RFP Clause Prevails	JBM Group	Technical
280	21.Roof Hatch/Escape Hatch	139	21.1. Two escape hatches/Roof hatches to be provided in additional to emergency exits, as per bus code. However, Roof hatches are mandatory in AC fitted buses for ventilation in case of A.C. failure.	1 Nos Escape/roof can be provided as per AIS052 for Midi Bus, request to ammend	one nos. roof escape hatches	JBM Group	Technical
281	23.5.Floor	139	23.5. Floor would be fitted with fire retardant 19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000(IS15061:2002) or chequered plywood 19mm thick.	Request authority to accept 12mm thickness considering same type of buses plying on roads for the same application	23.5. Floor would be fitted with fire retardant 12mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 – 1.25 gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000(IS15061:2002) or chequered plywood 19mm thick.	JBM Group	Technical
282	26.1.Stanchions	140	26.1. Vertical stanchions would be so positioned to facilitate access to seats for those standing. Stanchions would be of 40.0 mm dia and 3.15 mm thick MS tubing with surface of colour contrasting and slip resistant sleeves or SS tubing without sleeves or as per AIS 052...	Stanchions are proposed of 40.0 mm dia and 3.15 mm thick MS tubing with surface of colour contrasting hamertone powder coating complying to AIS-052 requirements, request to allow	RFP Clause Prevails	JBM Group	Technical
283	40.1.Fire Extinguishers	147	Multipurpose fire extinguishers would be ISI marked conforming to BIS: 13849-1993 or latest, dry powder type (Stored pressure) duly filled, of capacity and quantity as per the provisions of GSR-853 (E) dated 19.11.2001 notification of Government of India, Bus Code, UBS II. Fire extinguishers should be of 10kg (6+4). One in driver compartment and other in passenger compartment.	Fire Extinguihers of 4kg (2+2) as per AIS052 for midi bus can be provided, request to allow	RFP Clause Prevails	JBM Group	Technical
284	48.4.Lights and Lighting System	151	No Electrical fittings would be mounted on front and rear bumpers.	Head lights, Fog lamps & turn indicator will be fitted on front Bumper & rear registration plate lamps will be fitted on rear Bumper	Electrical fittings may be mounted on front and rear bumpers.	JBM Group	Technical

285	59.General Requirements	155	Continuous length piano type hinges and tower bolts of stainless steel would be used as per relevant Indian Standards.	Appropriate reliable hinges of SS would be used as per relevant Indian standards as per requirement in bus considering opening duty cycle, kindly allow	RFP Clause Prevails	JBM Group	Technical
286	3.Battery pack rating and energy / power available for	159	7. Safety: Short circuit /over temperature/lightening protection mandatory	Safety requiremet shall be met as per AIS052, AIS038 for Electric bus , Authority to share Lightening protection standrads to ensure	RFP Clause Prevails	JBM Group	Technical
287	7.4.Shock absorbers	160	Hydraulic double acting 2 at front & 4 at rear	For bus proposed with Pneumatic suspension, Hydraulic double acting 2 at front & 2 at rear will meet the requirement, request to allow	Shock absorbers: Hydraulic double acting 2/4 at front & 2/4 at rear	JBM Group	Technical
288	9.2.Electrical wiring & controls -type	161	Multiplexing type -- As specified separately under ITS specifications and Conforming to IP67.	Multiplexing type -- As specified separately under ITS specifications and Conforming to IP54, as per AIS052/AIS153	RFP Clause Prevails	JBM Group	Technical
289	14.2.a.Minimum clear door width (fully opened) in mm	162	650 ± 50	Request to allow As per AIS052	RFP Clause Prevails	JBM Group	Technical
290	14.3.2.d.Positioning rear door	162	Preferably rear edge of gate 1500 mm ahead of center line of rear axle or front edge of gate 1500 mm behind center line of rear axle	Propose-Preferably rear edge of gate 1300 mm ahead of center line of rear axle	RFP Clause Prevails	JBM Group	Technical
291	15.2.Bus structure - materials specifications etc.	163	OEM should ensure GI tubular structure of 60x40x2, 40x40x2, 50x50x2, 40x20x2 etc. To meet the requirements of Annexure 3 of UBS II. Exterior panels: a) Stretch panel: 1.0mm GP sheet b) Skirt and roof panels: Aluminium 1.2mm Interior panels: Roof and side pre-coated Aluminium sheet of 1.2mm (0.7+0.5) as per AUTHORITY requirement	OEM should ensure GI tubular structure of 60x40x2, 40x40x2, 50x50x2, 40x20x2 or any other appropriate sizes etc.To meet the requirements of Annexure 3 of UBS II. Exterior panels: a) Stretch panel: 0.8 mm GP sheet b) Skirt and roof panels: Aluminium 1.2mm Interior panels:Roof and side pre-coated Aluminium/Steel sheet of 1.1mm (0.7+0.5) or Powder coated Steel/Aluminium or ABS panels	RFP Clause Prevails	JBM Group	Technical
292	15.3.b.Battery Pack compartment	163	FR Grade material glass wool, PU foam or thermocole. As per AIS:052	Request authority to remove insulation from abttery compartments as we package batteries outside passenger compartment	RFP Clause Prevails	JBM Group	Technical
293	15.5.d.Floor surface material	164	19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 19mm thick	Request to accept 12mm ,rest as per tender	15 Bus body 15.5 Floor type/Materials etc. d. Floor surface material: 12mm to 19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 19mm thick	JBM Group	Technical
294	15.7.1.j.Clearance space for seated Passenger facing partition (mm)	165	Minimum 350	Request to allow As per AIS052	Clearance space for seated Passenger facing partition (mm): Minimum 300	JBM Group	Technical
295	16.3.e.Battery cut - off switch (isolator switch):	166	Two nos. one Manual Battery cut - off switch (isolator switch) near driver's seat and one electronic on drivers dash board	Two nos. one Manual Battery cut - off switch (isolator switch) near LV Battery Compartment and one electronic on drivers dash board	As per AIS 052 One nos. one Manual Battery cut – off switch (isolator switch) near driver's seat , one electrically operated Battery Cut-off switch on drivers dash board should be provided	JBM Group	Technical
296	18.4.Fire extinguisher:	167	FDSS as per AIS:135 or as per applicable plus 10 kgs fire extinguishers.	FDSS as per AIS:135 or as per applicable plus 4 kgs fire extinguishers.	RFP Clause Prevails	JBM Group	Technical
297	18.6.Handrails minimum length*diameter* height above floor in mm	167	Colour contrasting and slip resistant sleeves with MS tubing of 32 mm dia, 3 mm thick. Rest as per AIS 052	Colour contrasting and slip resistant sleeves/hamertone powder coating with MS tubing of 32 mm dia, 3 mm thick. Rest as per AIS 052	RFP Clause Prevails	JBM Group	Technical
298	18.8.Stanchions:	167	MS Tubing with sleeves. 40 mm dia& 3.15 mm or SS tubing without sleeves	Stanchions are proposed of 40.0 mm dia and 3.15 mm thick MS tubing with surface of colour contrasting hamertone powder coating complying to AIS-052 requirements, request to allow	RFP Clause Prevails	JBM Group	Technical
299	18.13.Emergency exit doors, warning devices etc.:	167	R H Side emergency door mandatory Dimensions as per AIS 052/CMVR	Emergency Exits we can provided as per AIS052/CMVR for required application. Request to remove Emergency door requirement	RFP Clause Prevails	JBM Group	Technical
300	25.Roof hatches	169	Two nos. roof escape hatches	1 Nos Escape/roof can be provided as per AIS052 for Midi Bus, request to ammend	one nos. roof escape hatches	JBM Group	Technical
301	1.Intra-City Buses	117	If the buses employ opportunity charging will be provided a maximum of 30-minute window including Travel time charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 260 kms + 10% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 75 minutes including travel time to charging station.	Requesting authority to allow real opportunity charging time of 75 mins excluding travel time	If the buses employ opportunity charging will be provided a maximum of 75-minute window including Travel time to charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 260 kms + 10% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 15 minutes including travel time to charging station.	JBM Group	Technical
302	2.Inter-City Buses	117	For Intercity routes, the buses will be given opportunity charging/battery swapping time after every 260 + 10% contingency km (with 80% SOC).	Requesting authority to provide opportunity charging time of 60 mins to meet range of 260 + 10%	RFP Clause Prevails	JBM Group	Technical

303	3.Intra-City Buses	127	If the buses employ opportunity charging will be provided a maximum of 30-minute window including Travel time charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 200 kms + 20% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 30 minutes including travel time to charging station.	Requesting authority to provide real opportunity charging time of 75 mins excluding travel time	If the buses employ opportunity charging will be provided a maximum of 75-minute window including Travel time to charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 260 kms + 10% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 15 minutes including travel time to charging station.	JBM Group	Technical
304	11.4, 11.5.Battery Packs with Minimum Safety Standards:	134	11.4 Detailed drawing indicating location and mounting details of Battery packs /and other sub-systems of Electric Propulsion system be provided along with the bid. 11.5 Make, model, capacity, etc of each Battery packs and the number of such Battery packs fitted, be submitted along with the bid. Similar details be also submitted for traction controller and other subsystems of the Electric Propulsion system.	Documents will be provided at the time of Proto Inspection	RFP Clause Prevails	JBM Group	Technical
305	47.Battery Management System	150	Reporting operational status to external devices	Data we will make available on CAN line and Vehicle cluster, request to accept	RFP Clause Prevails	JBM Group	Technical
306	55.3..Inspection and Testing	153	Final Inspection of buses would be carried out at manufacturer's facilities and or at a place finalised by AUTHORITY. After the bus is finally inspected, it would be subjected to test run and trials as required by AUTHORITY. Final Inspection of buses would also include the Battery Management System(BMS) which needs to be demonstrated.	Requesting authority to consider test report AIS040 certifications from ARAI/JCAT for the requirement	RFP Clause Prevails	JBM Group	Technical
307	58.1.Warranty/ Guarantee	154	Fully built bus would be covered under Warranty/ Guarantee for up to 4,50,000 Kms. or 48 months whichever is later from the date of putting bus into operation after registration. All assemblies, sub-assemblies, fitments, components would be covered under Warranty Period as per commitment of bus manufacturer at the time of supply of bus	Requesting authority to amend traction motor warranty to 3 years or 210000km (whichever is earlier)	RFP Clause Prevails	JBM Group	Technical
308	3.Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max charging % Maximum Thirty Minutes Power	159	Safety: Short circuit /over temperature/lightening protection mandatory	Requesting authority to share the relevant lightning protection standards that needs to be complied. Rest ensured.	RFP Clause Prevails	JBM Group	Technical
309	4.WM Motor/ capacity		Battery life: Batteries to last for 7 years	Requesting authority to allow battery life of 5 years or 350000 km (whichever is earlier)	RFP Clause Prevails	JBM Group	Technical
310	12.Range	161	Vehicle shall cover minimum 260+10% contingency Km (at 80% SOC) with AC, Passenger Load and Traffic conditions with overall Intermediate charging time of not more than 75 minutes including travel time and as per Annexure 4.	Requesting authority to provide real opportunity charging time of 75 mins excluding travel time	RFP Clause Prevails	JBM Group	Technical
311	Additional requirements of Purchaser/Operator	146	6. Additional requirements of Purchaser/Operator A LED TV with proper controls and connectivity for display of Public announcement/ Public Awareness with the specifications as follows- a) 24 inch LED Screen b) Resolution 1920 x 1080, Live view Video Surveillance c) Maximum Number of Display Colour 262K/16.7M(6bit/6bit+Dithering) d) Scale 16:9 e) Usb Port -2 f) HDMI Port-1 g)Audio output to be enabled via in built bus speakers	LED TV need to remove	RFP Clause Prevails	JBM Group	Technical
312		146	Performance and Durability Testing & Environmental Test Test Compliances for Data Logger + Driver Console (together): Verification Report of ARAI/ICAT or any competent authority is mandatory.	Requesting to authority please share relevant standard	Performance and Durability Testing & Environmental Test Test Compliances for Data Logger + Driver Console (together): Verification Report of ARAI/ICAT or any competent authority is mandatory. As per AIS 137	JBM Group	Technical
313	ITMS System	146 / 147	34.4. Integration requirement with Existing ITMS System Operator shall mount ITS Equipment as specified herein above on Buses. Operator shall also ensure to supply equipment compatible with existing ITS System of Authority so as to enable smooth integration. Operator shall be responsible for regular maintenance ITS equipment installed by it during the Contract Period.Operator and Authority are hereby agree to share interfacing protocols and Active Programming Interface with each other for smooth integration of ITS equipment provided by Operator with Authority's ITS System. Authority shall mount CCTV cameras etc on the Bus through a separate vendor appointed by it. Operator shall be responsible for regular maintenance of the Battery Management System (BMS) which will be integrated with the existing ITS System of Authority.	Requesting to authority please exiting ITMS system information. Requesting to authority change the clause, BMS will not integrated with ITS	RFP Clause Prevails	JBM Group	Technical

314	PART B.h.i.The scope of the Project will broadly include the followings:	14	h) Provided however, in determining compliance with the Assured Fleet Availability: i. Services during Sundays and Holiday shall not be considered; ii. Buses damaged due to vandalism/riots will not be considered iii. Non availability of the buses due to Power failures affecting the charging of the buses will not be considered	Request authority for item No. h) (i), for availability calculation services provided on Sundays need to be considered as the buses shall be outshedded on sundays. Therefore, request authority for necessary amendment in the clause.	RFP Clause Prevails	JBM Group	Technical
315	2.Key Terms	9	The following are some of the key terms: Authority will assist the operator to take 11/22KV power supply line at the Depot in the city.	It is contradictory to page 82, clause 20.5 where it's mentioned 11/33KV. We request authority to kindly provide clarification.	th Annual fleet level operations of 260 kms per Bus per day for th	JBM Group	Charging Infrastructure
316	4.2 (b).Responsibilities during "Operations Period"	82	Ensure availability of duly licensed drivers with PSV badge, with minimum five years of experience of operating passenger buses,	We request authority fot three years instead of five	RFP Clause Prevails	JBM Group	Technical
317	20.9.HANDOVER OF PARKING SPACE AND BUS DEPOT	82	It shall be the obligation of the Operator to whom a Bus Depot/Parking Space is allotted to allow buses of other Bus Operators for other Urban Bus services of Authority to park and share the facilities developed at the Bus Depot by the Operator. It is likely that Authority may ask multiple Operators to share Depot/Parking Space Facilities to optimize Bus Schedules. In such case different Operators may decide the terms if any between them which are most suitable in their opinion	Request authority depot shall be exclusive will lead to many complications like security, utility and other areas sharing.	RFP Clause Prevails	JBM Group	Contract Agreement
318	22.1.ROUTES AND SCHEDULES	82	The tentative routes for the 200 buses will be shared after delivery of the buses/ before COD.	We request authority to share the routes before 3 month from the date of delivery of the buses.	RFP Clause Prevails	JBM Group	Contract Agreement
319	24.ADVERTISEMENT ON THE BUSES	83, 84	24.2 The Operator shall be responsible for security and cleanliness of advertisement material and equipment. 24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.	We reques authority to delet the clause.	nting of advertisement material or equipment, the Operator shall immediate	JBM Group	Contract Agreement
320	25.1.Calculation of Kilometres of Buses	84	Distance travelled by the Contracted Bus from the Bus Depot/Parking Space to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot/Parking Space at the end of the day's service shall be considered if operated as per schedule provided by the Authority	We request authority that the KMs between shifts should be considered for billing.	RFP Clause Prevails	JBM Group	Finance
321	25.1.Calculation of Kilometres of Buses	84	The Operator shall make available the bus for minimum 16 hours a day. In case a bus is not made available for minimum 16 hours a day, it will not be counted as a day for the purpose of reckoning the number of days operated in a month and such calculations shall be made for deduction of the lapsed Kilometers from the Assured Kilometers on daily basis	we request authority to consider shift wise and not for entire day.	RFP Clause Prevails	JBM Group	Finance
322	25.1.Calculation of Kilometres of Buses	85	In case of an accident where the bus is detained by police authorities or impounding of vehicle by any other statutory authority, penalty will be imposed for the period for which the vehicle is detained or impounded by the authorities as per mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines	We request authority to keep Penalty/ Damages to be imposed only if driver is at fault.	RFP Clause Prevails	JBM Group	Finance
323	Annexure I.Bus Operation –Fine shall be applied per incident	113	As per RFP	For S. No 1-11, 13-16, 18, 26, 27, 29 & 34 limit to 10 KMs, For S. No 12, 17, 19, 20, 21 to be ,imited to 50 KMs. For S. No 28 to be penalized only if driver at fault and restricted to 50 KMs. S. No 31 is open ended and to be defined. S. No 32 ,imit to 5000 and remove Liable for termination of agreement. S. No 33 - Not clear.	RFP Clause Prevails	JBM Group	Technical
324	Key Terms Point No. 2 of RFP / Clause 10 of CA.Delivery Schedule	(Page No. 10 or Page No. 78-79)	Key Terms Point No. 2 of RFP / Clause 10 of CA	We request authority that Which Delivery Schedule to be considered whether RFP or CA delivery schedule (Page No. 10 or Page No. 78-79)	RFP Clause Prevails	JBM Group	Delivery Schedule
325	3. Bidding Process- . (g) Earnest Money Deposit ("EMD") or Bid Security	12	(v) In the event, Bidder, after the issue of communication of acceptance of his bid by Authority, fails/refuses to start/execute the work as herein the Bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the Bidder's calculated and wilful breach of contract, the cost and consequences of which shall be to the sole account of the Bidder and in such an even the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.	We request authority wheather Execution of work is expected from the date of acceptance of bid or after the execution of the CA? What obligations are expected to be commenced between the period of acceptance of bid and execution of CA?	RFP Clause Prevails	JBM Group	Finance

326	9. Notification of Award:	26	<p>9. Notification of Award: Within 15 days of Opening of Price Bid, the Authority will notify the Preferred/successful bidder to be confirmed in writing by registered/speed post/email that his bid has been accepted. This letter (hereinafter called 'Letter of Award') shall name the sum (i.e. Kilometer Charges) which the Authority will pay to the Operator in consideration of operation and maintenance services as per terms of Contract. LOA shall also specify likely Bus Deployment/Delivery Schedule. The notification of award through LOA will constitute the formation of the contract which shall be formalized and detailed further through the Bus Operator Agreement as executed by the parties. The Letter of Acceptance (LOA) dispatched through 'Speed Post/ Regd. post/Fax/courier/email by hand shall constitute the formation of the Contract. Prior to the expiry of the period of Proposal validity, the Authority shall notify the Preferred Proposer, by issuance of a Letter of Award (the "LOA"), in duplicate, and the Preferred Proposer shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Proposer is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such</p>	<p>If the notification of award through LOA will constitute the formation of the contract then does the execution date of the CA will hold any relevance?</p> <p>What obligations are expected to be commenced between the period of acceptance of bid and execution of CA?</p>	buses) shall start from the issuance of LOA and simultaneously Contract A	JBM Group	Finance
327	10. Performance Security (PS):	26	<p>Before signing of the Bus Operator Agreement, the Successful bidder(s) shall furnish Performance Security for the said project in the form of Bank Guarantee (As per format provided in the Annexure 12) in favor of "Capital Region Urban Transport." payable at Bhubaneswar at the time of signing of the Bus Operator Agreement as detailed below. The Bank Guarantee of Performance Security should be on any Nationalized/Scheduled Bank. The Successful Bidder shall be required to furnish additional performance security, in proportion to the additional quantity of buses ordered by the Authority, with pursuant to the provisions of the RFP. All charges, fees, costs and expense for providing the PS deposit in the form of Bank Guarantee shall be borne and paid by the Operator. Performance Security shall be of 5% value of the contract amount calculated. If the Bidder, fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.</p>	<p>Signing of the Bus Operator Agreement shall be completed within 30 days from issuance of the Letter of Acceptance to the Successful Bidder. So from which date and within how many days the Performance Security has to be deposited and what would be the timeline in case the CA execution is delayed for reasons attributed to either party to CA?</p> <p>Relevant to understand as Failure of the Successful Bidder(s) to submission of Performance Security and Adjustable Security Deposit as per RFP terms and any other requirements and /or the provisions of the Bus Operator Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p>	RFP Clause Prevails	JBM Group	Finance
328	11. Signing of Bus Operator Agreement:	27	<p>The Successful Bidder(s) would be required to execute the Bus Operator Agreement, with such terms and conditions as specified in Volume 2: Bus Operator Agreement of the RFP and any additional terms may be considered necessary by the Authority at the time of finalization of the Bus Operator Agreement. Such Agreement shall also have all correspondence (to be discussed and agreed upon separately) between Authority and the Successful Bidder(s) and additional clauses and/or provisions that further explain or clarify provisions of this RFP, or certain provisions which Authority may be required to include as per law or being a publicly owned institution, as per its practices. Authority hereby reserves the right to modify the terms of the Agreement. The signing of the Bus Operator Agreement shall be completed within 30 days from issuance of the Letter of Acceptance to the Successful Bidder.</p>	<p>What is the difference between the Bus Operator Agreement and Bus Operator Agreement?</p>	<p>The Successful Bidder(s) would be required to execute the Bus Operator Agreement, with such terms and conditions as specified in Volume 2: Bus Operator Agreement of the RFP and any additional terms may be considered necessary by the Authority at the time of finalization of the Bus Operator Agreement. Such Agreement shall also have all correspondence (to be discussed and agreed upon separately) between Authority and the Successful Bidder(s) and additional clauses and/or provisions that further explain or clarify provisions of this RFP, or certain provisions which Authority may be required to include as per law or being a publicly owned institution, as per its practices. Authority hereby reserves the right to modify the terms of the Agreement. The signing of the Bus Operator Agreement shall be completed within 30 days from issuance of the Letter of Acceptance to the Successful Bidder.</p>	JBM Group	Contract Agreement
329	16. LIQUIDATED DAMAGES (LD) FOR DELAY IN SUPPLY OF FULLY BUILT CONTRACTED BUSES	80	<p>16.1. If the Operator fails to complete the supply of Contracted Buses within the Month wise delivery schedule specified in the clause 10.1 above and if the Operators is not able to cure such default (delay in buses) within the prescribed delivery schedule, the Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages (LD) @ INR 1,500/- (Rupees One Thousand Five Hundred only), per bus per day of delay.</p>	<p>Whether any notice to the effect of cure period would be served on operator, granting time to cure the default? Is the Cure period inclusive within the delivery schedule dates or additional time would be given after the relevant delivery schedule date? In case it is an additional time period provided, is the time period stated in the Clause 34.1.1 applicable?</p>	RFP Clause Prevails	JBM Group	Technical
330	28.1.3. Co-operation with the Authority		<p>h. provide all information, data, records, documents or information as may be required by Authority or its representatives, from time to time</p>	<p>What kind of information, data, records, documents would be required?</p>	All details related to the buses	JBM Group	Contract Agreement
331	29. INSURANCE	97-98	<p>29.1.9. Apart from above, any liabilities arising out of or incidental to accidents in which Contracted Buses are involved shall be on account of the Operator and shall have to borne by the Operator including any compensation payable, whether such compensation payments become claimed, or paid during or after the currency of the contract. Authority shall not be responsible for payment of any such compensation to aggrieved parties on accounts of accidents of any kind involving the Contracted Buses</p>	<p>Does after the currency of contract, mean, after contract is over?</p>	yes	JBM Group	Contract Agreement
332	30. DAMAGE TO CONTRACTED BUSES DUE TO VANDALISM	98	<p>In such cases, the repair, servicing and rectification Service shall be undertaken by the Operator at its own cost to the satisfaction of Authority</p>	<p>What if vandalism constitutes a force majeure event and the Operator is unable to replace/ repair/ make good, the buses damaged for no reasons attributed to it causing impact in flow of operations?</p>	<p>30.1. In the event that any damages or need for repairs to the Contracted Buses, Bus Station, Terminals and Bus Station/or Parking Spaces or any other asset provided by the Authority arises during the Contract Period on account of Vandalism, the Operator shall be required to make good the damages and repair the Contracted Buses to the original conditions at the cost of Operator. No re-imbursement of any kind shall be available to the Operator for any such damage or loss, including for loss of full bus. In case of loss of full bus, Operator shall replace the lost bus with another bus of same configuration, specifications, make and vintage. In all cases, the repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority with necessary repair time as mutually agreed by the operator and authority</p>	JBM Group	Contract Agreement

333		NA	NA	In what all situations/ for what all obligations the terms of RFP will prevail over CA or vide. versa, read with Clause 43.4 of the CA?	Not Applicable	JBM Group	Contract Agreement
334	40.1. Amicable Resolution	107	...If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may take the matter to the court of law in the Bhubaneswar/Cuttack jurisdiction only.	proposed an Arbitration Clause. Can we have that, instead the ordinary court jurisdiction?	RFP Clause Prevails	JBM Group	Finance
335	41. SUB CONTRACT NOT ALLOWED	107	41. SUB CONTRACT NOT ALLOWED	Is there any specific scope of work which can not be sub-contracted or nothing can be sub-contracted?	RFP Clause Prevails	JBM Group	Finance
336	No Blacklisting Certificate	41	No Blacklisting Certificate	The Annexure of Black-listing is Annexure 7, however in the Point No. 7.3 at page no. 21, it states Annexure 6. Is there any difference in the certificate? Is the language of the certificate required to be provided as it is? Also, does the said certificate imply declaration of debarment and termination (as stated in Second Last Para of Clause 4 (c) second last point of the RFP)	RFP Clause Prevails	JBM Group	Contract Agreement
337	2.Key Terms	10	The Operator Agreement shall remain in force for a period of Ten (10) years from Commercial Operations Date (COD) extendable by Two (2) or more years, during which period the Operator shall operate and maintain the buses on Authority routes as directed by the Authority adhering to its timetable from time to time and without disturbing its schedules in the respective cities on Gross Cost Contract basis. The Agreement may be extended at mutually agreed terms and rates up to Two or more years based on performance and inspection of condition of the buses by investigation of Authority. The inspection charges of inspection of buses after 10 years shall be borne by the Operator. The Decision of Managing Director, CRUT in this regard shall be Final and binding on Contractor	We request the Authority to kindly clarify whether the contract period is 10 years or 12 years?	Contract period is 10 years and extendable for 2 more years based on the performance	JBM Group	Contract Agreement
338	4.1.m Scope of Work	74	Establish necessary Workshop for preventive and routine maintenance of buses, transformers, charging batteries of the Buses and maintenance of Charging Infrastructure for periodic overhaul at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Contracted Buses and Chargers and Electrical & Civil Infrastructure;	1.Request authority to include following facility's along with parking space / plots adjacent to depots / part of the plots inside depots. Roof covered inspection bay for accidental body work and washing bays/platform & Pits, Spare rooms,Tyre Room for Tyre storage,repairing , admin, IT, driver rooms and toilets, dining and training rooms, shed for charging stations, depot adequate illumination, Pneumatic Pipe line at service & washing bay/pits and adequate space & Charging shed at Bus terminal to be provided by authority. 2.What kind of facilities will be provided at depot by the authority if authority can provide specific list of items to be provided at depot site	RFP Clause Prevails	JBM Group	Charging Infrastructure
339	20.1.HANDOVER OF PARKING SPACE AND BUS DEPOT	81	For the purposes of maintenance, charging and cleaning and parking of Contracted Buses, the Authority shall provide a Parking Space to park the Contracted Buses for short duration and carry out maintenance and charging activities in accordance with the terms contained herein. It is hereby clarified that the Operator shall only have a limited right to use the Bus Depot/ Parking space subject to the terms contained herein. The Operator shall enter in a separate Parking Space License agreement as per the enclosed format with the Authority at time of handover of such depot or Parking Space		20.1. For the purposes of maintenance, charging and cleaning and parking of Contracted Buses, the Authority shall provide a Parking Space(Depot including Office Space) to park the Contracted Buses for the entire Contract period and carry out maintenance and charging activities in accordance with the terms contained herein. It is hereby clarified that the Operator shall only have a limited right to use the Bus Depot/ Parking space subject to the terms contained herein. The Operator shall enter in a separate Parking Space License agreement as per the enclosed format with the Authority at time of handover of such depot or Parking Space. The Parking Space shall be leased with depot rental charges of Rs.1,00,000/Month from the date of signing of the Agreement as mentioned in Annexure 7 of the Bus Operator Agreement.	JBM Group	Contract Agreement
340	20.9. HANDOVER OF PARKING SPACE AND BUS DEPOT	82	It shall be the obligation of the Operator to whom a Bus Depot/Parking Space is allotted to allow buses of other Bus Operators for other Urban Bus services of Authority to park and share the facilities developed at the Bus Depot by the Operator. It is likely that Authority may ask multiple Operators to share Depot/Parking Space Facilities to optimize Bus Schedules. In such case different Operators may decide the terms if any between them which are most suitable in their opinion.	We request to authority kindly provide all the utilities, facilities and workshop infra like pit, cleaning and washing of buses, chassis washing ramp, repair ramp, workshop room, office etc dedicated depot to the service Operator and all facilities available not on shared basis.	RFP Clause Prevails	JBM Group	Contract Agreement
341	22.1.ROUTES AND SCHEDULES	83	The tentative routes for the 200 buses will be shared after delivery of the buses/ before COD. Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the Contracted Buses as a part of the Fleet Deployment Plan throughout the Contract Period	1.We Request to authority kindly provide Tentative Bus Routes & Deployment Plan 2.We Request to authority kindly confirm Depot wise Fleet Size,No of depot for 200 buses Feet with depot Location	RFP Clause Prevails	JBM Group	Contract Agreement
342	24.2.ADVERTISEMENT ON THE BUSES	83	The Operator shall be responsible for security and cleanliness of advertisement material and equipment.	We request to authority to consider as:- The authority will be responsible for the safety and cleanliness of the advertising material and equipment.	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages, the cost of damages shall be borne by the Authority.	JBM Group	Contract Agreement
343	31.4.FINES/DAMAGES	99	Capping of Penalties: The total penalties shall be limited to 10% of the monthly invoice amount. If the capping of the penalties exceed the 10% limit of the monthly invoice amount in a continuous period of 6 months then the termination clause shall be invoked	We request authority to limit the overall liability of the operator under the agreement, either through total fines or all other fines, whether the liability arises as a result of single act or a series of act should be limited to a maximum of an amount of equal to 1% of the total payment received by operator or 1% amount of average payment of last three payment periods.	RFP Clause Prevails	JBM Group	Technical
344	41.SUB CONTRACT NOT ALLOWED	107	SUB CONTRACT NOT ALLOWED	We request to authority Kindly allow to Operator for Sublet/Subcontract	RFP Clause Prevails	JBM Group	Contract Agreement
345	25.1.i.1.Calculation of Kilometres of Buses	84	The Authority shall pay the kilometer charges through Escrow Account for the actual effective kilometres at the rate determined through the tender process.	Kindly provide clarity regarding the annual Assured KM /Per Bus for Billing . The information about the Assured kilometer is not clear in the tender document.	RFP Clause Prevails	JBM Group	Finance
346	Disclaimer, Pt 5	2	CRUT reserves the right to modify or amend or add to any or all the provisions of this RFP or annul the bid process.	Requesting CRUT to discuss with concerned stakeholder before amendments as every clause holds commercial significance to the bidder.	RFP Clause Prevails	Eicher	Contract Agreement

347	Detailed Scope (II)	8	Electricity cost for charging of buses will be borne by the operator. Even all the charges towards the electric connection shall be borne by the operator only.	Electric Connection (11 KV/ 33 KV HT line) is secured by the owner of the place and requires certain compliance fulfillments. The same needs to be taken out of scope of bidder. As a standard practice for all the tenders of EV buses released till date, the same has been in the scope of Authority as Bidder has little control or role in the same. We hereby request CRUT to suitably and the document as "Electricity connection upto 11/22/33 KVA line in the depot or opportunity charging in the scope of CRUT"	RFP Clause Prevails	Eicher	Charging Infrastructure
348	Detailed Scope (V)	Pg 8 Vol I	Of the total fleet, the Operator is expected to make 200 Nos. Electric AC buses for operations with 97% fleet availability all time throughout the contract period	Please clarify 97% fleet availability is on depot distribution basis or over total 200 Buses. We request authority to kindly consider the felt availability on total fleet basis.	vi. Operator is free to keep spare electric buses for smooth running of contracted Electric Buses. The Operator shall at all times during the contract period maintain 95% of the fleet for bus operational purpose. If it fails to provide, additional penalty will be charged as mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.	Eicher	Contract Agreement
349	Detailed Scope (IX)	9	In this bus operations all the necessary charging infrastructure like transformers, 11 KV/33 KV HT line, Electric connection are in the scope/ responsibility of the bidder.	Electric Connection (11 KV/ 33 KV HT line) is secured by the owner of the place and requires certain compliance fulfillments. The same needs to be taken out of scope of bidder. As a standard practice for all the tenders of EV buses released till date, the same has been in the scope of Authority as Bidder has little control or role in the same We hereby request CRUT to suitably and the document as "Electricity connection upto 11/22/33 KVA line in the depot or opportunity charging in the scope of CRUT"	th Annual fleet level operations of 260 kms per Bus per day for th	Eicher	Charging Infrastructure
350	Key Terms	9	Land for Charging, Parking and Bus Maintenance Spaces will be provided at a Depot in the city. Details and layouts of the depot facilities will be shared.	As Cost working on GCC Tenders including scope of Infrastructure is exhaustive, Number of Opportunity charging location, facilities available at Dept (Civil infra, Workshops, Inspection pits,) are Critical inputs Request CRUT to share the details of depot facilities and enable a visit for prospective buyers to assess the ground suitably	RFP Clause Prevails	Eicher	Contract Agreement
351	Key Terms	9	The land may be provided (in case if available) for the Swapping/ fast charging/ opportunity charging by Authority at Terminals and rest all the infrastructure shall be developed and maintained by the operator for the bus charging & operations	Opportunity charging station establishment involves significant capital expenditure and critical statutory compliances. Request CRUT to 1. Clarify locations of Opportunity charging 2. Ensure Power available at opportunity charging sites	RFP Clause Prevails	Eicher	Charging Infrastructure
352	Key Terms	9	Authority will assist the operator to take 11/22KV power supply line at the Depot in the city	Please clarify 97% fleet availability is on depot distribution basis or over total 200 Buses	th Annual fleet level operations of 260 kms per Bus per day for th	Eicher	Contract Agreement
353	Key Terms	9	Authority will not pay any additional compensation including payment for KMs travelled for intermediate charging.	Electric Connection (11 KV/ 33 KV HT line) is secured by the owner of the place and requires certain compliance fulfillments. The same needs to be taken out of scope of bidder. As a standard practice for all the tenders of EV buses released till date, the same has been in the scope of Authority as Bidder has little. We hereby request CRUT to suitably and the document as "Electricity connection upto 11/22/33 KVA line in the depot or opportunity charging in the scope of CRUT" control or role in the same	th Annual fleet level operations of 260 kms per Bus per day for th	Eicher	Charging Infrastructure
354	Key Terms	9	The Bidder shall submit, along with the bid, Bus specifications as per format asked. It shall also provide offered Bus Type Approval certificate (9M-10M: Type I) issued by authorized test agencies as per CMVR 126 from Institutions such as ARAI	As the Bus requirement for CRUT is specific, requesting CRUT to consider base vehicle certification of similar bus type at the time of bidding and certificate in line with CRUT requirement at the time of Bus Supply	RFP Clause Prevails	Eicher	Technical
355	Key Terms	10	The inspection charges of inspection of buses after 10 years shall be borne by the Operator	Requesting CRUT to clarify the scope of Inspection of buses and if any third party will be involved in inspection of buses after 10 th year	RFP Clause Prevails	Eicher	Technical
356	Delivery Schedule	10	<ul style="list-style-type: none"> • Prototype: LOA+ 1 Months • Delivery of 1st 50 Buses: LOA+ 3 Months • Delivery of 1st 50 Buses: LOA+ 5 Months • Delivery of 1st 100 Buses: LOA+ 8 Months 	Electric Vehicle is a nascent technology in India with only about 4000 E Buses on road since past 6 years of FAME. The E Bus Supply is dependent of critical Global Supply chains which at this point do have sufficient lead time. We hereby request CRUT to modify Supply period as below on fair basis based on real time constraints: <ul style="list-style-type: none"> • Prototype: LOA+ 4 Months • Delivery of 1st 50 Buses: LOA+ 7 Months • Delivery of 1st 50 Buses: LOA+ 9 Months • Delivery of 1st 100 Buses: LOA+ 11 Months 	RFP Clause Prevails	Eicher	Delivery Schedule
357			Operational readiness post delivery – Not marked in tender document	Requesting CRUT to consider time of 45 days for Buses to be put in operation post Supply. The same is standard condition on all GCC Contracts	RFP Clause Prevails	Eicher	Contract Agreement
358	Earnest Money Deposit ("EMD") or Bid Security	12	The EMD shall be deposited along with the bid in the form of Demand Draft- Rs. 50 Lakhs	Requesting CRUT to consider Bank Guarantee as one of the financial instruments for payment of EMD	RFP Clause Prevails	Eicher	Finance
359		12	Formation of Special Purpose Vehicle even if bidder is single	Requesting CRUT to allow bidder to form a SPV after winning the bid so that agreement can be executed with SPV, even if bidder is a single bidder	RFP Clause Prevails	Eicher	Contract Agreement
360	6.2 Bidding Conditions for Single Bidder and Consortium	17	If the Bid is by a Single Bidder, the Bidder should be a registered Electric Bus Manufacturer (Original Equipment Manufacturer for Electric Buses shortly called "OEM" henceforth) or Operator only who is meeting the prescribed qualifications for OEMs and Operator who is supplying the Buses under this Project.	We request CRUT to consider 100% owned Subsidiary of an OEM as eligible bidder based on credentials of Parent OEM	RFP Clause Prevails	Eicher	Eligibility Criteria

361	6.2 Bidding Conditions for Single Bidder and Consortium	18	If Operator or Aggregator is a Single Bidder or Lead member then such bidders shall submit Manufacturer Authorization Form (MAF) from only one qualified OEM. OEM can submit bids as a Single bidder or as a member of consortium and can issue Manufacturer Authorization Form(s) to operator(s).	Requesting CRUT to allow submission of MAF to multiple lead bidders	RFP Clause Prevails	Eicher	Eligibility Criteria
362	6.3 (1.b) OEM Qualifications Criteria	18	Details of at least 100 Electric Buses manufactured and supplied in terms of number, year of supply and names of customers to whom supplied.	With Electric bus adoption still at nascent stage in India, such riders do not allow serious players like VE Commercial Vehicles (VECV) – A Joint venture between Volvo & Eicher Motors. We would also like to submit with pride that VECV is the 2nd largest Bus Manufacturer in India and known for Technological innovations, Fuel efficiency and Product quality. But with limiting criterion as stated above particularly related to “Past experience of Electric vehicle supply” as against any of Tenders published erstwhile under FAME or Non FAME category, this limits participation of established OEM's like us. All tenders of Electric buses release in India till date & who also did bidding recently also did make this point neutral. We request CRUT to kindly revise the clause for Diesel/ CNG/ Electric vehicles which helps new players come up which are established in market which will in turn help CRUT better commercial offer and competitive technology solutions. We request CRUT to kindly consider the clause and criterion based on Diesel/ CNG/Electric Bus supply parameters or consider 25 electric buses supply parameters.	RFP Clause Prevails	Eicher	Qualification Criteria
363	Clause 8.3, proof of concept	24	Technically qualified bidders are required to provide proof of successful operation through an exposure visit of the offered Electric bus or its base model variant for at least 2 cities.	Request to be made for amendment to provide proof of successful operation of the offered Electric bus or its base model variant for at least 1 city	RFP Clause Prevails	Eicher	Technical
364	a. Bus Operator Qualifications Criteria	24	The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 200 crores for the last Three Financial Years as per Auditor's certificate. The Bus Operator shall have minimum Rs. 100 Crore average Net worth during the last 3 (three) Financial Years. The Operator shall submit the Certificate of Chartered Accountant as per the Annexure attached, in this regard.	Last 2-3 years were highly affected due to Covid and resulted into significant drop in Turnover and profitability. Hence request to revised norms of MAAT to Rs. 25 Crores and Rs. Net worth of Rs. 15 Crores	The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 100 crores for last Three Financial Years as per Auditor's certificate. The Bus Operator shall have minimum Rs. 20 Crore average Net worth during the last 3 (three) Financial Years. The Operator shall submit the Certificate of Chartered Accountant as per the Annexure attached, in this regard	Eicher	Qualification Criteria
365	10. performance Security	26	Performance Security shall be of 5% value of the contract amount calculated.	Requesting CRUT to revise the same as 3% of Contract value reducing 10% YOY.	RFP Clause Prevails	Eicher	Finance
366	Indicative Format of Price Bid	48	Taxes applicable	Requesting CRUT to clarify taxes (%) applicable on offered Bid rate for better clarity	RFP Clause Prevails	Eicher	Finance
367	Annexure 12, indicative format of price bid	48	Bidder should quote the price inclusive of all taxes. Evaluation of the price bids will be on the basis of total rate with subsidy	Requesting CRUT to provide clarity on applicability, eligibility and type of subsidy as there is not clause related to the same.	Evaluation of the price bids will be on the basis of total rate without subsidy.	Eicher	Finance
368	2. ESCROW Account	56	Establishment of ESCROW Account	Requesting CRUT to clarify scope of Opening of ESCROW and consider minimum balance of 3 months Billing as per contract terms as Minimum balance for Contract bankability. Requesting CRUT to kindly consider additional security mechanism to be provided where if bills are not paid within 60 days and ESCROW account also does not have funds, then bidder can get the money from other funds of state government.	RFP Clause Prevails	Eicher	Finance
369	1.1.30	68	“Global Positioning System (GPS)” means the equipment installed on the bus to monitor its movement on the specified route during the Contract Period. Needs to be provided as per the UBS II norms or above and all the operating & maintenance charges needs to be borne by the operator only. Operator shall provide the protocols for the further integration with CRUT/ authority control room. The kms provided by the GPS system shall be the reference for the payment to the operator under Gross Cost Contract (GCC). Also, Authority shall have full rights to calibrate or check the OBU accuracy by any third party any time during the contract period	We appreciate the authority's decision to move to use GPS system, though we would like to point out that at times Distance calculation by GPS is neither accurate or consistent hence it should be used only for the purpose of tracking the vehicles and not for reference for payment. We hereby request the authority, for the purpose of payment, KMs should be taken either from Odometer or route survey being done jointly by Authority and Operator in the beginning of start of route	RFP Clause Prevails	Eicher	Technical
370	2.4.1 Consortium agreement	71	Operator shall submit a Consortium Agreement (the contract between the consortium members) comprising the terms specified hereunder, along with the submission of RFP Document OR within 20 days from LOA to Authority for its review which shall become part of this Bus Operator Agreement. After receiving the LOA from the Authority, the consortium members shall form a company with the same percentage (%) of shareholding (as mentioned in the Consortium Agreement provided at time of Bidding) between the lead member and the consortium member and that company's registered office shall be Bhubaneswar, Odisha only. The purpose of this company shall be only to operate and manage the bus operations as per this contract agreement. The documents regarding formation of the company and share holding pattern shall be submitted in CRUT office on yearly basis	For better governance and utilization of common resources, normally company forms SPV at the same place where main company is registered. Requesting CRUT for not adding, therefore, pre- condition for SPV's registered office in Bhubaneswar and allowing formation of SPV in any state in India.	RFP Clause Prevails	Eicher	Contract Agreement
371				Consortium agreement should be between the lead member and non-lead member as the entity will be taking care of all the matters and will be liable for it, requesting CRUT for clarity on the reason for submission of agreement to the authority.	RFP Clause Prevails	Eicher	Contract Agreement
372	2.4.1 Consortium agreement	72	In the event of non-performance by any particular members of the consortium leading to an Event of	Requesting CRUT to not to make non lead member liable for defaults of lead member.	RFP Clause Prevails	Eicher	Contract Agreement

373			Default not leading to Termination. Authority reserves a right to (i) demand a change in the defaulting member, with the process as above (ii) <u>pay any non-defaulting non lead member directly for any obligations and costs pertaining to its role in the execution of the Bus Operator Agreement performed after the date of Event of Default with due advance notice to the Lead Member of the arrangement.</u>		RFP Clause Prevails	Eicher	Contract Agreement
374	2.4.2. Lock in Period for Consortium	72	The members of Consortium shall remain in Consortium for a Lock-In Period for the Contract Period and the shareholdings pattern of the members of the consortium shall remain same throughout the Contract Period i.e. Lead member shall be the lead member throughout the contract period	Requesting authority to consider the following: after 3 year, members other than lead member should be allowed to transfer their shareholding.	RFP Clause Prevails	Eicher	Contract Agreement
375	4.L	74	Procure and Install Chargers at parking space provided by Authority prior to Procurement of Buses;	Requesting CRUT to clarify opportunity charging sites and enable a visit of Prospective bidders	RFP Clause Prevails	Eicher	Charging Infrastructure
376	4.M	74	Establish necessary Workshop for preventive and routine maintenance of buses, transformers, charging batteries of the Buses and maintenance of Charging Infrastructure for periodic overhaul at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Contracted Buses and Chargers and Electrical & Civil Infrastructure;	Requesting CRUT to clarify 1. Civil Infrastructure and condition of depots 2. Equipment and facilities available- Sheds, Parking bays, Boundary Wall, Inspection pits, Water availability, Washing Bays	RFP Clause Prevails	Eicher	Contract Agreement
377	4.T	74	The Parking Space for Charging, maintenance and Parking of Buses shall be provided by AUTHORITY without any Cost. The Operator shall not use the given space for any commercial use.	Requesting CRUT to mark and share details of 25 Parking spaces and enable visit of Prospective bidders suitably	The Parking Space for Charging, maintenance and Parking of Buses shall be provided by AUTHORITY with a monthly rental of Rs.1,00,000/-. The Operator shall not use the given space for any commercial use. The Depot visit will be scheduled only after issuance of LOA.	Eicher	Contract Agreement
378	4.2 Responsibilities during "Operations Period"	75	Wear and tear of the bus due to bad road conditions, shall not be considered an adequate defence on the part of the Operator for not fulfilling his Contractual obligations as per the Agreement	Requesting CRUT to consider" In case of Bad road condition repeatedly reported by Bidder/ operator (3 times), CRUT should consider revision of route on fair ground basis within 1 week of 3 rd application. Also CRUT will not deploy buses on routes having pot holes and, water logging in general and road sealant damage over 50% in a span of 500 metres	RFP Clause Prevails	Eicher	Contract Agreement
379	18.4	80	The Operator shall deploy entire Staff for operation and maintenance of the Contracted buses and operation and maintenance of chargers and transformers for provision of training for 15 days prior to COD. ("Training Period").	Requesting CRUT to kindly consider the training period should be reduced to 7 days as it might cause delay in deployment of the electric buses	RFP Clause Prevails	Eicher	Contract Agreement
380	19.1 OWNERSHIP OF CONTRACTED BUSES	81	19.1. The ownership of the Buses shall remain fully with the Bidder during the entire term of the Agreement.	In the case of leasing transaction, asset ownership will be with Lessor (Lender). Further, in the case of the newly formed SPV, ownership of buses with group company should be allowed. Hence, requesting authorities to kindly consider the clause as - "The ownership of the Buses shall remain fully with the Bidder or its Associate/group company during the entire term of the Agreement. Further in case of leasing transactions, ownership can be with Lessor who has provided these buses on lease to bidder."	RFP Clause Prevails	Eicher	Contract Agreement
381	20.9	82	It shall be the obligation of the Operator to whom a Bus Depot/Parking Space is allotted to allow buses of other Bus Operators for other Urban Bus services of Authority to park and share the facilities developed at the Bus Depot by the Operator. It is likely that Authority may ask multiple Operators to share Depot/Parking Space Facilities to optimize Bus Schedules. In such case different Operators may decide the terms if any between them which are most suitable in their opinion.	As sharing of a depot space can be conflicting between operators, requesting authority to kindly specify area in metric terms specific for the parking for 200 buses	RFP Clause Prevails	Eicher	Contract Agreement
382	24.1 ADVERTISEMENT ON THE BUSES	83	The Authority shall have all rights to decide on display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from advertisement.	Requesting CRUT to revise the clause. Requesting CRUT to consider 60 % of revenue generated to be shared by Operator on fair grounds considering the maintenance requirement of exterior and interior of the bus	RFP Clause Prevails	Eicher	
383	24.2	83	The Operator shall be responsible for security and cleanliness of advertisement material and equipment.	Requesting CRUT to delete this point and compensate Operator on fair basis as CRUT has the right to decide the advertisement and the material used for the same	RFP Clause Prevails	Eicher	Contract Agreement
384	24.3	83	In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.	Requesting Clause deletion as this would be unfair loading of commercial charges on bidder having no fault of His. In case of Revenue sharing, bidder can be made a part of this clause	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages, the cost of damages shall be borne by the Authority.	Eicher	Contract Agreement
385	24.4	83	The Operator shall provide transparent display board in the upper side of the buses for advertisement purpose, the dimensions shall be decided during the prototype inspection.	Requesting CRUT to provide the same at the time of Contract award. In case, the same is provided at the time of Prototype inspection, additional lead time of 21 days is requested on fair basis for vehicle delivery	tails of the same shall be defined in the revised RFP which will be floated s	Eicher	Contract Agreement
386	25.1.IV	84	Any kilometres travelled by the Contracted Bus to a maintenance facility set up by the Operator at the Bus Depot/Parking Space provided by Authority or for any travel not authorized by Authority.	CRUT has the right to decide the parking location, overnight charging and Opportunity charging. Requesting CRUT to: 1. Share Depot location, parking location and opportunity charging locations ass also requested at other places 2. Include dead km payment for opportunity charging, start, end of trip as eligible payment for the bidder	RFP Clause Prevails	Eicher	Technical

387	25.1.II, III & V, Calculation of Kilometres of Buses	84	The Operator shall make available the bus for minimum 16 hours a day. In case a bus is not made available for minimum 16 hours a day, it will not be counted as a day for the purpose of reckoning the number of days operated in a month and such calculations shall be made for deduction of the lapsed Kilometers from the Assured Kilometers on daily basis. Increase in route kilometer due to enforcement of law and order shall not be reckoned for kilometer charges where Authority has not changed its fare structure.	It is suggested that it should be reckoned only if bus operates less than 100 KM during the day. Requesting authority to consider full payment for actual kilometers for the bidder as bidder has made the bus available for operations hence should not be penalized by such actions.	RFP Clause Prevails	Eicher	Finance
388		Pg 8 Vol I	Operator is free to keep spare electric buses for smooth running of contracted Electric Buses. The Operator shall always during the contract period maintain 97% of the fleet for bus operational purpose. If it fails to provide, additional penalty will be charged as mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.	Requesting authority to kindly consider Uptime as 95% and not 97% because 5% of buses are required for downtime and scheduled maintenance. Requesting CRUT to consider no penalty to be levied on operator if uptime as mentioned is not achieved due to grid failure.	vi. Operator is free to keep spare electric buses for smooth running of contracted Electric Buses. The Operator shall at all times during the contract period maintain 95% of the fleet for bus operational purpose. If it fails to provide, additional penalty will be charged as mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.	Eicher	Tehnickal
389			In case of an accident where the bus is detained by police authorities or impounding of vehicle by any other statutory authority, penalty will be imposed for the period for which the vehicle is detained or impounded by the authorities as per mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.	Such cases are to be treated as part of Force Majeure and not penalty should be levied as for legal matters, Operator will have limited control.	RFP Clause Prevails	Eicher	Tehnickal
390	25.2 Payment of Bills	85	The Authority shall compute and provide payment to the Operator through Escrow Account, for every Payment Period, from when the first of the Contracted Buses commences service. The data of total number of kilometres that the Contracted Buses have travelled for the aforesaid period will be collected from all Depot Managers at Traffic Manager Level. Such calculation shall be made using actual survey manually with the supervision of the Authority staff / Global Positioning System (GPS).	Requesting CRUT to consider Payment on odometer reading calibrated with GPS. As GPS has dark patches and routes are fixed by CRUT. GPS should only be used for verifying and ensuring vehicle movement done and payments to be made on Odometer reading only	RFP Clause Prevails	Eicher	Technical
391	Payment period	86	The Authority shall, within a period of 30(Thirty) days of the receipt of invoice, will check AUTHORITY Internal record and make payment of the total invoiced amount through Escrow Account. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.	Requesting CRUT to include compensation @ 18%/ Annum as charges against Delayed payment beyond 15 days of committed timeline. This is an important condition for bankability of the project.	RFP Clause Prevails	Eicher	Finance
392	25.4.d Revision of fee	87	<ul style="list-style-type: none"> The bidder shall quote his rate per kilometre charge in "INR per km." for operation of buses to be given to AUTHORITY "on per Kilometre charges" as per the terms and conditions specified in the contract. The charges quoted will be effective for the contractual period from the commercial date of operation under the contract with the provision for revision in the per kilometer Charges to cover the upward price escalation annually from 3rd year of COD of the fleet The Parties agree that the Fee shall be revised every 6 (six) months from the 3rd year onwards on the basis of variation in electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement ("Fee Revision") 	Requesting CRUT to consider revisioning of the fee from the 2 nd year as a part of standard practice. Revising from 3 rd year will affect the financials of the project.	RFP Clause Prevails	Eicher	Finance
393			<ul style="list-style-type: none"> iii From the 3rd year of COD if in any event the CPIIW, WPI and electricity charge varies 2nd by more than 4% (four per cent) between the last bill of the completed year and subsequent changes in every 6 months thereafter, the per kilometre charges shall be paid as per formula mentioned below. 	Since the revision is to be done after every 6 months, variation of more than 4% is on the very high side. Requesting CRUT to kindly consider the varying factor of not be more than 1-1.5% for all these elements put together.	RFP Clause Prevails	Eicher	Finance
394	25.4.f.i Kilometers Payment for Unutilized	88	Assured Payment Amount for Unutilised Kms = 0.35 x (Tm - Ta) x Applicable Kilometre Charge	As Fixed expenses associated are the same in case of underutilization. Requesting CRUT to revise Payments for Underutilized kms as 90% of bid rate as 10% as approximate cost of electricity which is the only variable in running cost	RFP Clause Prevails	Eicher	Finance
395	25.4.f.II Payment for Excess Kilometres	88	Assured Payment Amount for Excess Kms = 0.65 x (Ta - Tm) x Applicable Kilometre charge	As operational expenses associated increase in case of overutilization. Requesting CRUT to revise Payments for Underutilized kms as 70% of bid rate	RFP Clause Prevails	Eicher	Finance
396	28.1.3 Co-operation with the Authority	93	cooperate with the Authority and/or any third party appointed by the Authority for the purpose of collection of Passenger Fare;	As Bidder is not responsible for fare collection, requesting clarification From CRUT	RFP Clause Prevails	Eicher	Finance
397	118. Annexure 5		INDICATIVE LIST OF EQUIPMENT TO BE PROVIDED BY THE OPERATOR		RFP Clause Prevails	Eicher	Technical
398	40.1 Amicable resolution	107	Either Party may require the Dispute to be referred to the Managing Director, Capital Region Urban Transport for amicable settlement. Upon such reference, both the Operator and Managing Director, Capital Region Urban Transport shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may take the matter to the court of law in the Bhubaneswar/Cuttack jurisdiction only.	Requesting CRUT to consider appointing one arbitrator along with bidder or three arbitrators (one for bidder, one for CRUT and one common arbitrator) for conflict resolution which should be should be as per Indian Arbitration Act.	RFP Clause Prevails	Eicher	Finance

399	42 Indemnity	107	The Operator shall at all times, i.e. during the Contract Period and at any time thereafter, defend, indemnify and hold the Authority harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person or injury to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Operator of any covenant representation or warranty or from any act or omission of the Operator or his agents, employees or sub-contractors.	As per the current clause, bidder is responsible for all the indemnification, requesting authority to kindly consider indemnification as well.	RFP Clause Prevails	Eicher	Finance
400	Battery life (No. of charging cycles)	159	Battery life: Batteries to last for 7 years (This can be used as a guideline).	As this is GCC contract and ensuring the performance is in bidders scope, hence requesting CRUT to consider that bidder may replace the battery as when required to meet the performance	RFP Clause Prevails	Eicher	Tehchnical
401	Minimum Operation Range per bus per day	160	260 + 10% contingency kms in a day with or without flash/ fast/ swapping (On actual condition with Passengers, GVW and AC, 18 hours as per Annexure 4.	Requesting the authority to consider 220kms with 75 mins of opportunity charging without including the out-shedding and in-shedding time	RFP Clause Prevails	Eicher	Tehchnical
402	Braking system	160	Braking system: Mandatory ABS with Disc brake in front and rear mandatory	Requesting to consider the braking system as per CMVR. Else disc brake for front and drum brake for rear as the same meets the performance and safety requirements as the rear disc will be over design	Braking system: Mandatory ABS/EBS with Disc brake in front and rear mandatory	Eicher	Tehchnical
403	Range:	161	Vehicle shall cover minimum 260+10% contingency Km (at 80% SOC) with AC, Passenger Load and Traffic conditions with overall Intermediate charging time of not more than 75 minutes including travel time and as per Annexure	Request to consider 220kms with 75 mins of opportunity charging without including the out-shedding and in-shedding time	RFP Clause Prevails	Eicher	Tehchnical
404	Rear service doors -	162	refer "C" in figure 1 of UBS II (near side/non-driver side); steps required for non BRTS operations, steps not required for level boarding	Request to confirm if it is BRTS operation or is their application for level boarding	RFP Clause Prevails	Eicher	Tehchnical
405	Bus structure - materials specifications etc.	163	OEM should ensure GI tubular structure of 60x40x2, 40x40x2, 50x50x2, 40x20x2 etc. To meet the requirements of Annexure 3 of UBS II. Exterior panels: a) Stretch panel: 1.0mm GP sheet b) Skirt and roof panels: Aluminium 1.2mm Interior panels: Roof and side pre-coated Aluminium sheet of 1.2mm (0.7+0.5) as per AUTHORITY requirement	Requesting authority to consider GI sheet for skirt & roof panel as per OEM design.	RFP Clause Prevails	Eicher	Tehchnical
406	Floor surface material	164	19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 19mm thick	Requesting Authority kindly to consider 12mm thickness for chequered plywood	15 Bus body 15.5 Floor type/Materials etc. d. Floor surface material: 12mm to 19mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 19mm thick	Eicher	Tehchnical
407	ITS enabled bus	167	Compliance to chapter 10 of UBS-II, capability to upgrade in the future in compliance to the latest technology.	Compliance to chapter 10 of UBS-II, capability to upgrade in the future in compliance to the latest technology.	RFP Clause Prevails	Eicher	Tehchnical
408	Fire extinguisher	167	FDSS as per AIS:135 or as per applicable plus 10 kgs fire extinguishers.	Requesting authority to consider FDAS as FDSS is not suitable for battery fire.	RFP Clause Prevails	Eicher	Tehchnical
409	Towing device front/rear	167	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type Towing device front and rear required	Requesting authority to consider one Towing device in front only as per CMVR norms	RFP Clause Prevails	Eicher	Tehchnical
410	ITS requirement for public transport vehicle operation	169	ITS requirement for public transport vehicle operation	Requesting CRUT to kindly provide detailed requirement of ITS system quantity & dimensions as the same is necessary during commercial discussion of the product.	As per Chapter 10 of UBS II and Compliance to AIS:140	Eicher	Tehchnical
411	Destination board	169	Four destination boards, internal, front, side and rear to be provided. Front and rear destination boards should be part of the bus body structure and not fitted externally.	Requesting authority to confirm the dimensions of Destination board.	The details of the same shall be defined in the revised RFP which will be floated shortly	Eicher	Tehchnical
412	Surveillance Cameras	169	Three cameras, two in the passenger's saloon and one for rear view.	Request to confirm of IP based or static camera required, also confirm if storage is required.	IP based Cameres, with storage of atleast 1 week or more	Eicher	Tehchnical
413	Roof hatches	169	Two nos. roof escape hatches	As per AIS 153 roof hatch is not required if high voltage system is on roof, requesting to kindly consider deletion of the clause	one nos. roof escape hatches	Eicher	Tehchnical
414	Charging Sockets	169	Two nos. compatible for ETM Charging	Requesting clarity on position of charging sockets for ETM charging in bus.	Near Driver seat	Eicher	Tehchnical
415	1 A) (v)	Pg 8 Vol I	Electric AC buses for operations with 97% fleet availability all time throughout the contract period.	Electric AC buses for operations fleet avilability with 97% for 1st 3yrs, 95% for next 3yrs and 90% for last 4yrs	vi. Operator is free to keep spare electric buses for smooth running of contracted Electric Buses. The Operator shall at all times during the contract period maintain 95% of the fleet for bus operational purpose. If it fails to provide, additional penalty will be charged as mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.	Pinacle/EKA	
416	2 Para 2	9	Authority will assist the operator to take 11/22KV power supply line at the Depot in the city.	Request authority to provide HT line / Upstream line to the Depot, as depot would be in the name authority. This is a standard practice in all GCC contract.	th Annual fleet level operations of 260 kms per Bus per day for th	Pinacle/EKA	Tehchnical

417		9	Authority proposes to operate the Buses from a specified depot in the city or from the OD-Terminals. Typical average speeds for bus operations are around 20-25 km/hr depending on route conditions. Authority operation hours are 05.30 AM to 12:00 PM. Vehicle shall run for minimum 260 Km in a day (On actual condition with Passengers, Gross Vehicle Weight and AC, 18 hours continuously including opportunity charging) – It should be as per the Annexure 4 of the routes & fleet details. Land for Charging, Parking and Bus Maintenance Spaces will be provided at a Depot in the city. Details and layouts of the depot facilities will be shared. The land may be provided (in case if available) for the Swapping/ fast charging/ opportunity charging by Authority at Terminals and rest all the infrastructure shall be developed and maintained by the operator for the bus charging & operations.	1) Only 6 hours of maintenance work is not sufficient, at least we will require 8 of maintenance time. 2) We will require route and time schedule for each bus to assess over all charger requirement and to assess over all time available for maintenance/ charging. 3) Also we would need location/terminus & depots details for setting of night charging aswell as opportunity charging facility.	Typical average speeds for bus operations are around 20-25 km/hr depending on route conditions. Authority operation hours are 05.30 AM to 12:00 AM. Vehicle shall run for minimum 260 Km in a day	Pinacle/EKA	Contract Agreement																		
418	Delivery Schedule	10	<table><thead><tr><th>S.No</th><th>Description</th><th>Timeline</th></tr></thead><tbody><tr><td>1</td><td>Issue of I.O.I.</td><td>11</td></tr><tr><td>2</td><td>Prototype</td><td>30-150days</td></tr><tr><td>3</td><td>Delivery of 1st Lot of Buses</td><td>30-150days</td></tr><tr><td>4</td><td>Delivery of 2nd Lot of Buses</td><td>30-150days</td></tr><tr><td>5</td><td>Delivery of rest the Buses</td><td>30-150days</td></tr></tbody></table>	S.No	Description	Timeline	1	Issue of I.O.I.	11	2	Prototype	30-150days	3	Delivery of 1st Lot of Buses	30-150days	4	Delivery of 2nd Lot of Buses	30-150days	5	Delivery of rest the Buses	30-150days	2. Prototype - M+ 3months 3. Delivery of 1st lot of 50buses - M + 6 months 4. Delivery of 2nd lot of 50buses - M + 9 months 5. Delivery of rest the buses - M + 15 months	RFP Clause Prevails	Pinacle/EKA	Contract Agreement
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419	g	12	EMD - Rs50Lacs in the form of DD	Request to allow EMD as BG.	RFP Clause Prevails	Pinacle/EKA	Fiancne																		
420	4)a	14	a. Consortium - Bids are permitted as either (i) Single Bids or (ii) Consortium of a maximum two members led by a Lead Member.	Please clarify if consortium means 2members including a lead member or 2members + 1 lead member (total 3)	RFP Clause Prevails	Pinacle/EKA	Fiancne																		
421	6.3.a OEM Qualification criteria -	18	The Bidder shall be a registered Electric Bus Manufacturer with bus manufacturing facilities in India and having experience of manufacturing and delivery of at least 100 Electric buses over a period of last Five years in India.	The Bidder shall be a registered Electric Bus Manufacturer with bus manufacturing facilities in India and having experience of manufacturing and delivery of at least 100 Electric buses over a period of last Five years in India / Aborad. Requesting authority to consider to inclue Abroad as for operator experience its already there. Also this is allowed in CESL tender.	RFP Clause Prevails	Pinacle/EKA	Contract Agreement																		
422	Proof of concept –	24	The technically qualified bidders are required to provide proof of successful operation through an exposure visit of the offered Electric bus or its base model variant for atleast 2 cities which they are currently operating under below conditions,	Requesting authority to consider base model trial at the OEM Manufacturing Plants or at Bhubaneswar with sandbags. Also proposed to the authority that trial is to be done during proto inspection as the process followed by other authorities tenders to speed up the project.	RFP Clause Prevails	Pinacle/EKA	Contract Agreement																		
423	Performance Security	26	5% of contract value.	As this is GCC contract and buses would be procured by the contractor, requesting authority to reduce the performance bank guarantee to Rs50,000/- (Fifty thosands only) per contracted bus to quote competitive rates. If PBG value would be high the per km rates would be increased.	RFP Clause Prevails	Pinacle/EKA	Contract Agreement																		
424	Annexure 12	48	Bidder should quote the price inclusive of all taxes.	Bidder should quote the price exclusive tax, and tax would be charged based on actuals.	RFP Clause Prevails	Pinacle/EKA	Finance																		
425			Evaluation of the price bids will be on the basis of total rate with subsidy.	Without confirmation of actual subsidy and subsidy availability, price with the subsidy can't be quoted. Requesting authority to please remove subsidy across of the RFP or if there is confirmation of subsidy the exact amount to be given to bidder so that the same can be consider while quoting.	Evaluation of the price bids will be on the basis of total rate without subsidy	Pinacle/EKA																			
426	2.4.2. Lock in Period for Consortium	72	The members of Consortium shall remain in Consortium for a Lock-In Period for the Contract Period and the share holdings pattern of the members of the consortium shall remain same throughout the Contract Period i.e. Lead member shall be the lead member throughout the contract period.	Selected Bidder/ Consortium Members}, together with its/their Associates, shall hold not less than (i) 51% (fifty one per cent) of its issued and paid-up Equity on the date of this Agreement and a period of 1 (one) year from the date of COD; and (ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during 3 (three) years from COD (iii) 10% (ten percent) thereof or such lower proportion as may be permitted by the Authority for the remaining Term Basis of the above request (a)The above amendment will enable the company to raise funds from large funding agencies/Private Equity players / Venture Capitals post winning of the Contract. (b)While, the OEM will remain committed till the project gets stabilised, the funding agencies will be requiring control over the business. (c)CRUT may bring-in additional conditions to have the OEM for the entire period of the contract through a comprehensive Annual Maintenance Contract. (d)EV industry being a sunrise sector, lots of interest are getting generated by large	RFP Clause Prevails	Pinacle/EKA																			
427	TERM OF THE AGREEMENT	72 “Operations Period” beginning from COD and ending 10 (Ten) years from the COD (“Contract Page 73 of 170 Period/ Agreement Period”).....	The term of the agreement should be 12 years from the COD with an additional 2-years of extension based on mutual agreements between the Parties. Basis of the request (a)The lenders will be comfortable with a 12-years contract wherein the Company can take a loan of 10 years (generally loan tenure is considered at 80% of the Contract Period). With 10 years contract period, the period of lending will be recued to 8 years which will put a stress on the cashflow; resultantly, it will increase the cost of service. Most of E-Bus contract is now 12-years.	RFP Clause Prevails.	Pinacle/EKA																			
428	9. INSPECTION AND TESTING	77	9.1, 9.2, 9.3 & 9.4,	Since the buses are procured on GCC Model where in the responsibility maintenance of buses is with the Operator till the contract period. Prototype inspection at Structure and panelling stage may not be required. Buses to be inspected only at Fully built stage. Stage wise inspection may delay the delivery of buses. For GCC model practise of Prototype inspection only at Fully built stage followed in India. Cost of Inspection from the Third party needs to be mentioned in the Tender document pl . Requesting authority to be rationalise this clause.	RFP Clause Prevails.	Pinacle/EKA																			
429	25.1. Calculation of Kilometres of Buses	84	25.1.iv.2 Distance travelled by a Contracted Bus for charging facility set up by the Operator at the Bus Depot/Parking Space provided for by Authority.	Dead kms to be considered for opportunity charging and also from depot to charging facilities as clarity about the Depot, routes etc not given. Depots, routes, parking space and charging space locations yet to be defined.	RFP Clause Prevails.	Pinacle/EKA																			

430	25.4 Payment Terms	85	b) Payment Period The Authority shall, within a period of 30(Thirty) days of the receipt of invoice, will check AUTHORITY Internal record and make payment of the total invoiced amount through Escrow Account.....	The Authority shall, within a period of 15(Fifteen) days of the receipt of invoice, will check AUTHORITY Internal record and make payment of the total invoiced amount through Escrow Account..... Basis of the request (a)With 30 days period for checking and releasing of payments, the Working Capital Cycle will exceed 50days (20days for submission of bills and thereafter 30 days). (b)This will adversely impact the cash flow and with Working Capital interest will increase the cost of the service.	RFP Clause Prevails.	Pinacle/EKA	
431			25.4. Payment Terms d) Revision of Fee: i.The Parties agree that the Fee shall be revised every 6 (six) months from the 3rd year onwards on the basis of variation in electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement ("Fee Revision").	Revision of the Fees should be undertaken w.e.f. completion of 1st year of COD Basis of the request With yearly inflationary increase, all expenses of the Bus Operator will go for a change. Providing the same Fees for first 2-years will be very hard on the Bus Operator.	RFP Clause Prevails.	Pinacle/EKA	
432	25.4 Payment Terms	85	25.4. Payment Terms d) Revision of Fee: iii. From the 3rd year of COD if in any event the CPIIW, WPI and electricity charge varies by more than 4% (four per cent) between the last bill of the 2nd completed year and subsequent changes in every 6 months thereafter, the per kilometer charges shall be paid as per formula mentioned below.	(a)The increase in Electricity charge by the Discoms should be a pass through. (b)CRUT may define the normative consumption (x kWh per km for the E-Bus) for estimation of electricity consumptions (normative) and the cost (based on actual electricity tariff applicable for the period and normative consumptions) Basis of the request (a)The electricity tariff is uncontrollable expenses, and it should be allowed as a pass through for the Bus Operator. (b)Bus Operator should be responsible for its Scope of Work that can be stipulated through a normative consumption based on industry practice.	RFP Clause Prevails.	Pinacle/EKA	
433			Article 25.4. Payment Terms d) Revision of Fee: iv. The Parties agree that the formula for revision of fee shall be: For the 1 st revision after 3 rd year of COD: Payable Fee = Final Quoted Price* [1 + (0.2 *((CPI IW on the date of submission of the statement – CPI IW on the Base Index Date)/ CPI IW on the Base Index Date)) + (0.6 * 0.4 * ((WPI on the date of submission of the statement – WPI on the Base Index Date)/ WPI on the Base Index Date)) + (0.2 * ((price per kWh of electricity on the date of submission of the statement - price per kWh of electricity on the Base Index Date)/ price per kWh of electricity on the Base Index Date))] 25.3. Basis for Payments Provision (f) Assured Payment after Reconciliation i)Payment for Unutilised Kilometres Assured Payment Amount for Unutilised Kms = 0.35 x (Tm – Ta) x Applicable Kilometre Charge Where, Tm = Assured Bus Kilometres	(a)1st revision after completion of 1st year of COD (b)The revision should allow 50% of the change in CPI and 50% of the change in WPI (c)The entire increase in electricity cost should be allowed as an increase subject to normative consumption of electricity as explained above. Basis of request (a)The CPI & WPI based increases will essentially affect the cost of operation and the Bus Operator will be required to enhance its expenses for its vendors/partners/employees. (b)At-best 50% of the increase can be borne by the Bus Operator. (c)Reduced reimbursement of actual expenses will erode the Equity and put severe hardship on the project.	RFP Clause Prevails.	Pinacle/EKA	
434			Article 25.3. Basis for Payments Provision (f) Assured Payment after Reconciliation i)Payment for Unutilised Kilometres Assured Payment Amount for Unutilised Kms = 0.35 x (Tm – Ta) x Applicable Kilometre Charge Where, Tm = Assured Bus Kilometres Ta = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision.	Payment for Unutilised Kilometres Assured Payment Amount for Unutilised Kms = 0.80 x (Tm – Ta) x Applicable Kilometre Charge Basis of request (a)Except the electricity cost, part of maintenance, all other cost is FIXED in nature, (b)Thus, unutilised km due to the reasons not attributable to the Bus Operator should be compensated based on Fixed Cost that varies between 75% to 80%.	RFP Clause Prevails.	Pinacle/EKA	
435	31. FINES/DAMAGES	99	31.4 The total penalties shall be limited to 10% of the monthly invoice amount.	The total penalties shall be limited to 3% of the monthly invoice amount.	RFP Clause Prevails.	Pinacle/EKA	
436	Annexure 1	112	DEFICIENCY AND INCIDENT WISE DAMAGES/ FINES	Indicative Fines in Terms of Rupeeese rathat per Km Charges per day per bus. The fines and penalties proposed are too much on the higher side, the fine pertaining to arriving of the buses and delay of the buses at every trips are based on the traffic conditions and beyond the control of the bus operator. All the penalties need to rationalized. Subjective penalties are to avoided as much as possible. All the penalties to be capped to 3% of the monthly invoice value. High penalties will lead to higher per kms rates making the bus operations unsustainable.	RFP Clause Prevails.	Pinacle/EKA	
437	58.1 Warranty/ Guarantee	154	"Fully built bus would be covered under Warranty/ Guarantee for up to 4,50,000 Kms. or 48 months whichever is later from the date of putting bus into operation after registration. All assemblies, sub-assemblies, fitments, components would be covered under Warranty Period as per commitment of bus manufacturer at the time of supply of bus"	Warranty/ Guarantee for up to 4,50,000 Kms. or 48 months whichever is earlier.	RFP Clause Prevails.	Pinacle/EKA	
438	14.3.1	162	Rear service doors (near side/non- driver side) - Behind rear axle	Request to authriorty to amend to Rear service door between the axles.	Rear service doors (near side/non- driver side)- Between Wheel base	Pinacle/EKA	Tehnical
439	14.8	162	Ramp for wheel chair at the gates wherever required - Not applicable	Requesting authority to clarify that wheelchair anchoring required, as there is no ramp asked in the bus. If its required please chage the floor height to 650mm to accommodate Ramp and wheelchair enchoring.	deleted	Pinacle/EKA	Tehnical
440	14.8.g.i	163	Requirement for passengers with limited mobility - required., Wheel chair anchoring - minimum for one-wheel chair - required.		deleted	Pinacle/EKA	Tehnical

441	SPV formation			Request: for allowing formation of a SPV by the preferred bidder Where a bidder is a single entity, they may choose (optional) to form a Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 ("SPV"), to execute the contract/agreement and implement the Project Reason for the request: The original bidder would like to fund the SPV based on the risks & returns linked to the business. It is not prudent to house the business in the same entity which undertakes other business too. This is a standard practice and makes the project more bankable.	RFP Clause Prevails.	Pinacle/EKA	
442	EMD & Tender Fees			Requesting authority to exempt Tender Fees and EMD for MSEs inline with CESL tender.	RFP Clause Prevails.	Pinacle/EKA	
443	Purchase Preference to MSEs			Requesting authority to give purchase preference to MSE to promote MSEs as per government notifications.	RFP Clause Prevails.	Pinacle/EKA	
444	Cl 3 (g),	Pg 12 Vol I	Earnest Money Deposit ("EMD") or Bid Security INR 50,00,000/- (Fifty Lakh Rupees Only) The EMD shall be deposited along with the bid in the form of Demand Draft.	Request you kindly allow the Submission of Bid Security in the form of a Bank Guarantee.	RFP Clause Prevails	PMI Foton	
445	Cl 1 (v),	Pg 8 Vol I	Of the total fleet, the Operator is expected to make 200 Nos. Electric AC buses for operations with 97% fleet availability all time throughout the contract period. The Operator is expected to keep spare fleet to meet this requirement.	Request you kindly reduce the fleet availability from 97% to 95%.	vi. Operator is free to keep spare electric buses for smooth running of contracted Electric Buses. The Operator shall at all times during the contract period maintain 95% of the fleet for bus operational purpose. If it fails to provide, additional penalty will be charged as mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.	PMI Foton	
446	Cl 6.3 (a)	Pg 18, Vol II	OEM Qualifications Criteria: The OEM shall have a Minimum Average Annual Sales Turnover (MAAT) of last 3 (three) Financial Years more than INR 200 Crores. OEM shall have minimum Rs. 100 Crore average Net worth during the last 3 (three) Financial Years.	Request you to kindly consider: 1. The OEM shall have a Minimum Average Annual Sales Turnover (MAAT) of last 3 (three) Financial Years more than INR 100 Crores. 2. OEM shall also have a Positive Net worth as on 31st March 2022.	RFP Clause Prevails	PMI Foton	
447	Cl 6.2,	Pg 18, Vol-I	Single Bidder shall have minimum Average Annual turnover of 200 crores for the last 3 financial years and shall have minimum Average Net worth of 100 Crores for the last 3 financial years. In case of consortium, at least 51% of Turnover and Net worth criterion shall be met by Lead member. CA certificate is mandatory.	Kindly clarify: If the bid is submitted by consortium then combine Average Annual turnover of 200 crores for the last 3 financial years? And combine consortium member minimum Average Net worth of 100 Crores for the last 3 financial years?	The eligibility Criteria for single bidder would include the criteria for both OEM and Bus Operator (Financial and Technical Qualification)	PMI Foton	
448	Cl. 2	Pg 9, Vol I	DELIVERY SCHEDULE:	DELIVERY SCHEDULE:	RFP Clause Prevails.	PMI Foton	
449			DELIVERY SCHEDULE: The expected Schedule for providing prototype and delivery of AC Electric buses as per following schedule from the Date of awarding the contract: S. No Description Timelines1 Issue of LOA M2 Prototype M + 1 Month3 Delivery of 1st Lot of 50 buses M + 3 Months4 Delivery of 2nd Lot of 50 buses M + 5 Months5 Delivery of rest of the buses M + 8 Months	The expected Schedule for providing prototype and delivery of AC Electric buses as per following schedule from the Date of awarding the contract: S. No Description Timelines1 Issue of LOA M2 Prototype M + 3 Months3 Delivery of 1st Lot of 50 buses M + 9 Months4 Delivery of 2nd Lot of 50 buses M + 12 Months5 Delivery of rest of the buses M + 15 Months Request you to please consider.	RFP Clause Prevails.	PMI Foton	
450	Cl. 10	Pg 10, Vol I	Performance Security (PS): Performance Security shall be of 5% value of the contract amount calculated.	Request you to kindly consider: Performance Security shall be of 3% value of the contract amount calculated.	RFP Clause Prevails.	PMI Foton	
451	Cl. 2.3	Pg 71	Decision on release of subsidy shall be taken only on receipt of the same as per prevailing government schemes.	Kindly specify before finality	RFP Clause Prevails.	PMI Foton	
452	Cl. 2.4.1	Pg 71	Operator shall submit a Consortium Agreement (the contract between the consortium members) comprising the terms specified hereunder, along with the submission of RFP Document OR within 20 days from LOA to Authority for its review which shall become part of this Bus Operator Agreement. After receiving the LOA from the Authority, the consortium members shall form a company with the same percentage(%) of shareholding (as mentioned in the Consortium Agreement provided at time of Bidding) between the lead member and the consortium member and that be Bhubaneswar, Odisha only. The purpose of this company shall be only to operate and manage the bus operations as per this contract agreement. The documents regarding formation of the company and share holding pattern shall be submitted in CRUT office on yearly basis.	Operator shall submit a Consortium Agreement (the contract between the consortium members) comprising the terms specified hereunder, along with the submission of RFP Document OR within 30 days from LOA to Authority for its review which shall become part of this Bus Operator Agreement. please consider	RFP Clause Prevails.	PMI Foton	
453	Cl. 2.4.2	Pg 72	2.4.2. Lock in Period for Consortium The members of Consortium shall remain in Consortium for a Lock-In Period for the Contract Period and the share holdings pattern of the members of the consortium shall remain same throughout the Contract Period i.e. Lead member shall be the lead member throughout the contract period.	Request for the addition in the existing clause Lock in Period for Consortium The members of Consortium shall remain in Consortium for a Lock-In Period for the Contract Period and the share holdings pattern of the members of the consortium shall remain same throughout the Contract Period i.e. Lead member shall be the lead member throughout the contract period, except with prior approval of the Authority.	RFP Clause Prevails.	PMI Foton	
454	Cl. 4.1.s	Pg 74	The Operator shall always maintain Bus Captains/Drivers strength of 2 times the bus fleet (including spare buses) available throughout the contract period.	The Operator shall always maintain Bus Captains/Drivers strength of 1.5 times the active bus fleet (including spare buses) available throughout the contract period. kindly consider.	RFP Clause Prevails.	PMI Foton	
455	Cl. 10.3 & 10.4	Pg 79 Vol II	10.3. Authority shall be entitled to levy damages as per clause 16 of the Agreement to the Operator upon failing to perform as per Clauses above. 10.4. Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages and other provisions of the contract.	10.3. Authority shall be entitled to levy pre-defined liquidated damages (LD) as per clause 16 of the Agreement to the Operator upon failing to perform as per Clauses above. 10.4. Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages and other provisions of the contract. Request you to kindly delete this clause.	RFP Clause Prevails.	PMI Foton	
456	Cl. 12,	Pg 79 Vol II	All the costs associated with inspection of prototype bus and other buses at the Bus Operator's premises and at Odisha, including travelling and conveyance expenses and lodging and boarding expenses of representatives of the Authority shall be borne by the Bus Operator.	All the costs associated with inspection of prototype bus and other buses at the Bus Operator's premises and at Odisha, including travelling and conveyance expenses and lodging and boarding expenses of representatives of the Authority shall be borne by the Authority. Kindly consider.	RFP Clause Prevails.	PMI Foton	
457	Cl. 13,	Pg 79 Vol II	Authority shall issue Provisional Receipt Certificate within seven (7) working days of receipt of Bus (es) in good conditions along with valid required documents at Odisha. The Provisional Receipt Certificate issued by the Authority shall not be considered the Acceptance of the Buses for deployment for operations as per the conditions of the Agreement.	Authority shall issue Provisional Receipt Certificate within seven (7) working days of receipt of Bus (es) in good conditions along with valid required documents at Odisha. The Provisional Receipt Certificate issued by the Authority shall not be considered the Acceptance of the Buses for deployment for operations as per the conditions of the Agreement. please consider	RFP Clause Prevails.	PMI Foton	

458	Cl. 15,	Pg 80 Vol II	The Operator shall inform about rectification/ removal of defects/ deficiencies observed during Joint Final Inspection within ten 10 days from date of inspection. Thereafter, Final Acceptance Certificate shall be issued by Authority. The Operator shall initiate the process of deployment of buses for AUTHORITY operations in accordance with clauses of this agreement.	In case of any defect/damage etc is identified/observed during joint inspection under clause 11.1.1, then the Operator shall inform about rectification/ removal of defects/ deficiencies observed during Joint Final Inspection within ten 10 days from date of such inspection after which process as per Clause 11 shall be repeated. Thereafter When the bus(s) has been inspected to be without defect/deficiency under joint inspection under clause 11, then a Final Acceptance Certificate shall be issued by Authority. The Operator shall initiate the process of deployment of buses for AUTHORITY operations in accordance with clauses of this agreement.	RFP Clause Prevails.	PMI Foton	
459	Cl. 16.1,	Pg 80 Vol II	If the Operator fails to complete the supply of Contracted Buses within the Month wise delivery schedule specified in the clause 10.1 above and if the Operators is not able to cure such default (delay in buses) within the prescribed delivery schedule, the Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages (LD) @ INR 1,500/- (Rupees One Thousand Five Hundred only), per bus per day of delay.	If the Operator fails to complete the supply of Contracted Buses within the Month wise delivery schedule specified in the clause 10.1 above and if the Operators is not able to cure such default (delay in buses) within the total period prescribed under delivery schedule, the Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages (LD) @ INR 1,000/- (Rupees One Thousand Five Hundred only), per bus per day of delay. Kindly consider	RFP Clause Prevails.	PMI Foton	
460	Cl. 18.2,	Pg 80 Vol II	18.2. In the event the Operator is not able to start operations of particular Lot of Contracted Buses as per above clause for reasons not attributable to the Authority or to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the Operator, the Operator shall pay liquidated damages of INR 1,500 per bus per day comprising of the Lot for every day of delay till COD for that Lot is achieved. Capping of LDs and consequences are as per clauses 16 and 17 of this Agreement.	18.2. In the event the Operator is not able to start operations of particular Lot of Contracted Buses as per above clause for reasons not attributable to the Authority or to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the Operator, the Operator shall pay liquidated damages of INR 1,000 per bus per day comprising of the Lot for every day of delay till COD for that Lot is achieved. Capping of LDs and consequences are as per clauses 16 and 17 of this Agreement.	RFP Clause Prevails.	PMI Foton	
461	Cl. 20.1,	Pg 81 Vol II	20.1. For the purposes of maintenance, charging and cleaning and parking of Contracted Buses, the Authority shall provide a Parking Space to park the Contracted Buses for short duration and carry out maintenance and charging activities in accordance with the terms contained herein. It is hereby clarified that the Operator shall only have a limited right to use the Bus Depot/ Parking space subject to the terms contained herein. The Operator shall enter in a separate Parking Space License agreement as per the enclosed format with the Authority at time of handover of such depot or Parking Space.	Request for the addition in the existing clause 20.1. For the purposes of maintenance, charging and cleaning and parking of Contracted Buses, the Authority shall provide a Parking Space to park the Contracted Buses for short duration and carry out maintenance and charging activities in accordance with the terms contained herein within 15 days from date of execution of this Agreement. It is hereby clarified that the Operator shall only have a limited right to use the Bus Depot/ Parking space subject to the terms contained herein. The Operator shall enter in a separate Parking Space License agreement as per the enclosed format with the Authority at time of handover of such depot or Parking Space.	20.1. For the purposes of maintenance, charging and cleaning and parking of Contracted Buses, the Authority shall provide a Parking Space(Depot including Office Space) to park the Contracted Buses for the entire Contract period and carry out maintenance and charging activities in accordance with the terms contained herein. It is hereby clarified that the Operator shall only have a limited right to use the Bus Depot/ Parking space subject to the terms contained herein. The Operator shall enter in a separate Parking Space License agreement as per the enclosed format with the Authority at time of handover of such depot or Parking Space. The Parking Space shall be leased with depot rental charges of Rs.1,00,000/Month from the date of signing of the Agreement as mentioned in Annexure 7 of the Bus Operator Agreemnt.	PMI Foton	
462	Cl. 24.3,	Pg 83 Vol II	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to compensate the Operator in this regard.	nting of advertisement material or equipment, the Operator shall immediate	PMI Foton	
463	Cl. 34.1.14,	Pg 102 Vol II	34.1.14 Operator creates an Encumbrance over the Contracted Buses, Bus Depot, Terminals or Parking Spaces.	34.1.14 Operator creates an Encumbrance over the Contracted Buses , Bus Depot, Terminals or Parking Spaces. Please consider	RFP Clause Prevails	PMI Foton	
464	Cl. 36.2.4,	Pg 103 Vol II	Upon Termination for any reason whatsoever, the Authority shall:(a) take possession and control of the Buses and Maintenance Depots forthwith;(b) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;(c) be entitled to restrain the Operator and any person claiming through or under the Operator from entering upon the Maintenance Depots or any part of the Authority premises;	Request for the Modification in the clause36.2.4 Other rights and obligations of the AuthorityUpon Termination for any reason whatsoever, other that Authority's event of default, the Authority shall:(a) take possession and control of the Buses paid in full and Maintenance Depots forthwith;(b) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;(c) be entitled to restrain the Operator and any person claiming through or under the Operator from entering upon the Maintenance Depots or any part of the Authority premises;	RFP Clause Prevails	PMI Foton	
465	14.3.1,	Pg 162	Rear service doors (near side/nondriverside) – Behind rear axle	Rear service doors (near side/nondriver side) – Behind / Ahead of Rear axle. Please consider	Rear service doors (near side/non- driver side)- Between Wheel base	PMI Foton	
466	Cl. 10,	Pg 10, Vol I	Performance Security (PS):	Request you to kindly consider:	RFP Clause Prevails	PMI Foton	
			Performance Security shall be of 5% value of the contract amount calculated.	Performance Security shall be of 3% value of the contract amount calculated.		PMI Foton	
467	Cl. 10.3 & 10.4,	Pg 79 Vol II	10.3. Authority shall be entitled to levy damages as per clause 16 of the Agreement to the Operator upon failing to perform as per Clauses above.	10.3. Authority shall be entitled to levy pre-defined liquidated damages (LD) as per clause 16 of the Agreement to the Operator upon failing to perform as per Clauses above.	RFP Clause Prevails	PMI Foton	
			10.4. Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages and other provisions of the contract.	10.4. Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages and other provisions of the contract.	RFP Clause Prevails	PMI Foton	
468	Cl. 24.3,	Pg 83 Vol II	24.1. The Authority shall have all rights to decide on display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from advertisement. 24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.	24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to compensate the Operator in this regard.	nting of advertisement material or equipment, the Operator shall immediate	PMI Foton	
469	Cl. 36.2.4,	Pg 103 Vol II	36.2.4 Other rights and obligations of the Authority	Request for the Modification in the clause	RFP Clause Prevails	PMI Foton	
			Upon Termination for any reason whatsoever, the Authority shall:	36.2.4 Other rights and obligations of the Authority		PMI Foton	
			(a) take possession and control of the Buses and Maintenance Depots forthwith;	Upon Termination for any reason whatsoever, other that Authority's event of default, the Authority shall:		PMI Foton	
			(b) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;	(a) take possession and control of the Buses paid in full and Maintenance Depots forthwith;		PMI Foton	
			(c) be entitled to restrain the Operator and any person claiming through or under the Operator from entering upon the Maintenance Depots or any part of the Authority premises;	(b) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;		PMI Foton	
				(c) be entitled to restrain the Operator and any person claiming through or under the Operator from entering upon the Maintenance Depots or any part of the Authority premises;		PMI Foton	

470	Cl. 40.1.2,	Pg 107 Vol II	40.1.2. Either Party may require the Dispute to be referred to the Managing Director, Capital Region Urban Transport for amicable settlement. Upon such reference, both the Operator and Managing Director, Capital Region Urban Transport shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may take the matter to the court of law in the Bhubaneswar/Cuttack jurisdiction only.	40.1.2. Either Party may require the Dispute to be referred to the Managing Director, Capital Region Urban Transport for amicable settlement. Upon such reference, both the Operator and Managing Director, Capital Region Urban Transport shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may take the matter to the court of law in the Bhubaneswar/Cuttack jurisdiction only.	RFP Clause Prevails	PMI Foton	
471	Cl. 40.2,	Pg 107 Vol II	Does not exist	Request for the addition: 40.2. Failing the process for settlement of disputes amicably as defined above, the dispute shall be subject to arbitration by Sole Arbitrator, mutually agreed upon by the Authority and Operator, as per Arbitration & Conciliation Act 1996. The place/venue of arbitration shall be Bhubaneshwar and the proceedings be conducted in English language.	RFP Clause Prevails	PMI Foton	
472	Cl. 41,	Pg 107 Vol II	Sub Contract Not Allowed	Sub-contract Not Allowed without prior permission of the Authority. Kindly consider	RFP Clause Prevails	PMI Foton	
473	13.1 a,	Pg 161	Overall length (over body excluding bumper) - 9000+500 mm	Request you to kindly consider: 9000 +/- 500 mm	Overall length (over body excluding bumper): 9000±100 mm	PMI Foton	
474	14.3.1,	Pg 162	Rear service doors (near side/nondriver side) – Behind rear axle	Rear service doors (near side/nondriver side) – Behind / Ahead of Rear axle. Please consider	Rear service doors (near side/non- driver side)- Between Wheel base	PMI Foton	
475	14.3.2 d,	Pg 162	Positioning rear door - Preferably rear edge of gate 1500 mm ahead of centre line of rear axle or front edge of gate 1500 mm behind centre line of rear axle	Request you to kindly consider Preferably rear edge of gate 1000 mm ahead of centre line of rear axle.	RFP Clause Prevails	PMI Foton	
476	14.8 (i),	Pg 163	Wheelchair anchoring – minimum for one-wheel chair	As wheelchair ramp is not required. Wheelchair anchoring should not be made required. Please consider	deleted	PMI Foton	
477	18.16	Pg 167	Towing device front/rear-Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30 of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type. Towing device front and rear required	Towing device is Only in Rear with Yoke and Pin Type. Kindly consider	RFP Clause Prevails	PMI Foton	
478	22	Pg 169	ITS requirement for public transport vehicle operation-Chapter 10 of UBS II and Compliance to AIS:140	Request you to kindly consider Chapter 10 of UBS II and Compliance to AIS:140 / IS 16833 compliances	RFP Clause Prevails	PMI Foton	
479	25.4.	Page 85	The Operator shall submit invoice strictly for the operated kms for the payment period provided by Authority. (here in together referred as "Invoice Amount")	The Operator shall submit invoice strictly for the operated kms for the payment period provided by Authority along with monthly compliance checklist as per the Annexure no. 9 of the Bus Operator Agreement. (here in together referred as "Invoice Amount")	Modification of Clause.		

Basing on the clarification, modification , addendum and corrigendum on the RFP no 1070/CRUT dated 26/4/2023 for the convenience of the prospective bidders, the revised RFP with all the changes will be uploaded shortly.