Reply to Queries for "Procurement, Supply, Operation and Maintenance of 1000 Air-Conditioned 12Metre Low Floor electric buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contract GCC" Tender I.D. No: 2026_MTC_671364_1.

<table>
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<tr>
<td>1.</td>
<td>DCA</td>
<td>191</td>
<td>SCHEDULE-G : DELIVERY SCHEDULE</td>
<td>Delivery Schedule for Buses
<table>
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<tr><td>2</td><td>12m AC Buses</td><td>Minimum 75% of the Quantity awarded as per the LOA</td><td>Within 9 months of execution of Concession Agreement</td></tr>
<tr><td>3</td><td>12m AC Buses</td><td>100% of the Quantity awarded as per the LOA</td><td>Within 12 months of execution of Concession Agreement</td></tr>
</table>
</td>
<td>We would like to request that, in line with the approach adopted in MTC 600, MTC 300, and MTC 220 tenders, the delivery milestones be linked to the Appointed Date instead of the Concession Agreement execution date.
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2.					Further, in line with the provisions incorporated in **MTC 600, MTC 300, and MTC 220** tenders, we also request the Authority to kindly **introduce a cap on the Liquidated Damages (LD) penalty** under MTC 1000. Capping the LD exposure will facilitate broader industry participation and bring parity with the Authority's recent GCC bus procurement tenders.	RFP Conditions shall prevail.
3.	Scope of Bid	10	1.2.6	Assured Kms per e-bus per month: 6000 kms	Assured Kms per e-bus per month: **7500 kms**	RFP Conditions shall prevail.
4.	Article 20	84	20.2.3	The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees.	20.2.3 The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 1 (one). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 1, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees.	RFP Conditions shall prevail.
5.	Article 20	88	20.6.2	20.6.2 The General Safety shall be calculated in terms of Minor Accident Factor. Minor Accident Factor = No of minor accidents in a month x 10,000 Total Bus kms in a month. The Severe safety shall be calculated in terms of number of Major Accidents. 20.6.3 The Operator agrees that the assured General Safety ("Assured General Safety") determined in	20.6.2 The General Safety shall be calculated in terms of Major Accident Factor. Major Accident Factor = No of major accidents in a month x 10,000 Total Bus kms in a month. The Severe safety shall be calculated in terms of number of Accidents involving fatality due to driver fault. 20.6.3 The Operator agrees that the assured General Safety ("Assured	RFP Conditions shall prevail.

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				accordance with Clause 20.6.1 and 20.6.2 shall be equal to or less than 0.01 (zero decimal zero one). 20.6.4 The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Operator agrees that for every number of Severe Safety incident occurrence, it shall pay Damages to the Authority at the rate of 2 % of the Monthly Fees for each incident.	General Safety") determined in accordance with Clause 20.6.1 and 20.6.2 shall be equal to or less than 1 (One). 20.6.4 The Operator agrees that for every increase in number of accidents, by a factor of 1 (One) as compared to the Assured General Safety, it shall pay Damages to the Authority at the rate of 0.2% of the Monthly Fees. The Operator agrees that for every number of Severe Safety incident occurrence, it shall pay Damages to the Authority at the rate of 0.2 % of the Monthly Fees for each incident.	
6.	Article 20	89 & 90	20.1	**Cap on Damages for failure to achieve Key Performance Indicators** The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.6 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions as set out in clause 20.7 in any month shall be additionally capped	**Cap on Damages for failure to achieve Key Performance Indicators** The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 2% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions as set out in clause 20.7 in any month shall be capped at 1% of the Monthly Fees for that month.	RFP Conditions shall prevail.

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				at 5% of the Monthly Fees for that month.		
7.	SCHEDULE S	235	3	Data Unavailability (Deductible)	Request for deletion of the table. Required data will be shared with authority based on mutual discussion and agreement. Authority to set up a server for receiving the data requested by them.	RFP Conditions shall prevail.
8.	Schedule S	237	3	Data availability for every fleet below 98% (ninety eight percent) in any month 1% (one percent) of the Monthly Fees shall be deducted. This infraction will be considered in un-capped category.	Request to include a max. cap for this infraction. This is part of KPI, and the penalty should be as per Maximum cap for KPI - 2%	RFP Conditions shall prevail.
9.	Schedule S	239		Total infractions of all buses, mentioned in tables A, B, C, D except Safety items shall be capped to 5 % of the total monthly due payments.	Request authority to have mutual discussion with the operator on adherence of KPI & Infractions based on the challenges in operations in each route and arrive at the penalties for Infractions & KPI'.	RFP Conditions shall prevail.
10.	Schedule S	239	f	All other infractions (of Safety category) mentioned in tables A, B, C and D & all infractions mention in tables E, F, and G shall be non-capped.	Request amendment and bring these as part of KPI with a maximum cap.	RFP Conditions shall prevail.
11.	Schedule AA	258	5	Battery Pack Rating: No. of Motors / Batteries as per Manufacturer's design	To be Minimum 400 kwh to meet the operational range of 250Kms in single charge	RFP Conditions shall prevail.
12.	Schedule AA	260	15	Charging range: The minimum range on single charge: 200 kms (at 80% SoC) for 12 m bus duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type	Charging range: The minimum range on single charge: 250 kms (at 80% SoC) for 12 m busduly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type	RFP Conditions shall prevail.

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				approval certificate at GVW and additional AC load along with all system operations. Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 45 minutes (depot-in, depot- out basis or at any terminal).	approval certificate at GVW and additional AC load along with all system operations. Daily operation km per bus maximum up to 300 kms with one opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal).	
13.			Technical Qualification Criteria	A Bidder/member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India: 1. manufactured and supplied at least 100 electric buses in at least 1 (one) of the last 5 (five) financial years prior to the Bid Due Date; Or 2. manufactured and supplied an aggregate of at least 300 (three hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date	A Bidder/member of Consortium shall have manufactured and supplied: Manufactured and supplied at least 25 electric buses in at least one of the five financial years or in the current financial year. Above modification is in line with the past CESL tenders issued under the ministry of MoHUA and MHI as appended in Annexure 1	RFP Conditions shall prevail.
14.			*2.1.1*	*No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.*	No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be. For the avoidance of doubt this restriction does not apply to an OEM providing support to a Bidder under a MoU for the purpose of the Eligibility Criteria. Such an OEM may	RFP Conditions shall prevail.

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					provide support to more than one Bidder, and doing so will not make the OEM a Bidder, nor will it disqualify any of the Bidders it supports. **Rationale:** This change is proposed solely for the sake of clarity and does not alter the substance of the clause. Under the alternative eligibility route proposed, a Bidder relies on an OEM's credentials through a MoU, and this existing wording leaves it open to interpretation whether an OEM extending such support to more than one Bidder would be regarded as submitting multiple Bids or not. Hence, this change was made to clarify that the single OEM can extend support to multiple bidders.	
15.			2.1.12. (c)	*At least one of the members of the Consortium should be an original equipment manufacturer "**OEM**" or its Associate and the OEM or its Associate shall be required to fulfil the Technical Capacity criteria mentioned in clause 2.2.3 of this RFP. Further, the OEM or its Associate shall mandatorily hold minimum 26% shareholding in the Consortium and shall also continue to hold minimum 26% of the subscribed and paid-up equity share capital in the SPV created to implement the Project til the end/expiry of the Concession Period.*	It is requested that this clause be deleted, as it requires an OEM or its Associate to be a Consortium member holding 26% equity in the Consortium and the SPV, whereas the revised eligibility criteria contemplate OEM support through a MoU rather than consortium participation. Retaining it would exclude OEMs unwilling to take stake in Consortium and thereby narrow the pool of eligible Bidders.	RFP Conditions shall prevail.

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16.			2.2.3 Technical Capacity	*Technical Capacity of the Bidders and or Associate as the case may be, pursuant to Clause 2.2.15 and subject to Clause 2.1.12 (h)(iv) would be evaluated on the basis of the following* a. *A Bidder / a member of Consortium shall be a registered electric bus manufacturer having a bus manufacturing facility in India.* b. *A Bidder / member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India/ Abroad2:* i. *manufactured and supplied at least 100 electric buses in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date;* ***or*** ii. *manufactured and supplied an aggregate of at least 300 (three hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date;* c. *A Bidder/ a member of Consortium shal have annual manufacturing capacity of 500 electric buses.* d. *The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a similar3 model homologation (100% battery operated electric bus) from government approved testing agencies notified under*	It is requested to make the following changes in the Technical Capacity clause *"Technical Capacity of the Bidders and or Associate* ***and or the Proposed OEM*** *as the case maybe, pursuant to Clause 2.2.15 and subject to Clause 2.1.12(h)(iv) would be evaluated on the basis of the following:* *Fur*ther, following addition shall be made- "***If the Bidder is a financial aggregator or operator participating as a single bidder, it shall furnish an MoU with an eligible OEM at the time of bid submission to rely on the credentials of such OEM to qualify under Technical Capacity"*** **Rationale:** The proposed revisions enable a financial aggregator or operator to rely on the credentials of a reputed OEM demonstrated by a binding MoU furnished at the time of bid submission.	RFP Conditions shall prevail.

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				Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time		
17.			2.2.4 Financial Capacity Criteria	*Financial Capacity of the Bidders and or Associate as the case may be, pursuant to Clause 2.2.15 and subject to Clause 2.1.12 (h)(iv) would be evaluated on the basis of the following:* *a) The average annual turnover of the Bidder in the last 3 consecutive financial years immediately preceding the Bid Due Date or the Total Fund Available for Project in the financial year immediately preceding the Bid Due Date.* b) *net worth as at the end of the most recent financial year.*	Financial Capacity of the Bidders and or Associate as the case may be, pursuant to Clause 2.2.15 and subject to Clause 2.1.12 (h)(iv) would be evaluated on the basis of the following: a) The average annual turnover of the Bidder in the last 3 consecutive financial years immediately preceding the Bid Due Date or the Total Fund Available for Project in the financial year immediately preceding the Bid Due Date **or the Net Worth of the Bidder immediately preceding the Bid Due Date.** b) net worth as at the end of the most recent financial year **Rationale:** It is requested that net worth be added as an alternative criterion for Financial Capacity evaluation. For infrastructure companies, net worth is a better indicator of financial strength than turnover, as turnover reflects only the revenue booked in a given year, whereas net worth reflects the capital base actually available to fund and sustain the Project. Allowing net worth as an alternative would therefore widen participation without	RFP Conditions shall prevail.

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<tr><td>18.</td><td></td><td></td><td>2.2.10</td><td>For the purpose of Qualification, a Bidder would be required to demonstrate the threshold Financial Capability measured on the criteria as listed below. The Bidder would have to satisfy any one of the following criteria:
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<tr><td>Alternative 1</td><td>Average Annual Turnover</td><td>The Bidder should have minimum average annual turnover of INR 50 crore (Rupees Fifty Crore) in the last 3 consecutive financial years immediately preceding the Bid Due Date.</td></tr>
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					Alternative 3 | **Minimum Net Worth** | **The Bidder should have the Minimum Net Worth of INR 200 Crores (Rupees Two Hundred Crore) immediately preceding the bid due date.**	
19.			2.2.11	*The Bidder may demonstrate the threshold financial capacity either under Alternative 1 or under Alternative 2 as per Clause 2.2.10 above. For avoidance of doubt, Alternative 2 is applicable for Bidders bidding as a Consortium and the TFAP requirement is met by VCF as a member of the Consortium.*	The Bidder may demonstrate the threshold financial capacity either under Alternative 1, **Alternative 2 or under Alternative 3** as per Clause 2.2.10 above. ~~**For avoidance of doubt, Alternative 2 is applicable for Bidders bidding as a Consortium and the TFAP requirement is met by VCF as a member of the Consortium.**~~ **Rationale:** These changes are made to align the provisions with the changes made in the Eligibility Criteria.	RFP Conditions shall prevail.
20.			2.2.13	*For the purpose of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and*	For the purpose of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and	RFP Conditions shall prevail.

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				miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and Amalgamation.	miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and Amalgamation. **Provided that in case a Bidder and/(or) it's Parent(s)/Associate(s) has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.** **Rationale:** This addition is made to ensure that the most updated Net Worth shall be accounted while estimating the financial eligibility of the Bidder.	
21.			2.2.14 (iii)	Documentary evidence to demonstrate Technical Capacity	**Where the Bidder is not itself an OEM and seeks to establish its technical eligibility by relying on the credentials of an OEM, the Bidder shall submit the above-mentioned documents in respect of such OEM, and Memorandum of Understanding executed between the Bidder and such OEM.**	RFP Conditions shall prevail.
22.			2.2.16	It is requested that a new clause be added to provide for substitution of the OEM proposed by the Bidder, in line with the alternative eligibility route proposed above.	Addition of the following clause- ***"The Bidder may, with the prior written approval of the Authority, replace the OEM proposed in its Bid at any time after the issuance of Letter of Award with another OEM***	RFP Conditions shall prevail.

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					that meets the technical specifications and qualification requirements of this RFP." **Rationale**- keeping the OEM locked for the entire term of Contract can have negative impact in a contract of such large procurement. Over the term of the Contract an OEM may discontinue a model, exist the segment or fail to perform, and in absence of a substitution mechanism the Authority would be left with only two options, namely continued dependence on a non-performing OEM or termination of the Contract. The proposed clause avoids both outcomes. In this approach Substitution is permitted only with the prior written approval of the Authority and only in favour of an OEM that independently satisfies the technical specifications and qualification requirements of this RFP. The Authority's control over quality and eligibility therefore remains undiluted, while continuity of the Project is safeguarded.	
23.			2.2.6	*In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder may*	As our Annual Audited Report for the latest financial year is presently pending, Clause 2.2.6 provides that, in such circumstances, the Audited Annual Reports for the three (3) years preceding the year for which the Audited Annual Report is not	RFP Conditions shall prevail.

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				provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP	being provided shall be considered for determining the Average Annual Turnover.	
24.	Volume 1: RFP	Page No. 17	Clause No. 2.2.1	For determining the eligibility of Bidder the following shall apply: (a) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.	**Kindly request you to allow the Operators to bid as a Single Entity taking Manufacturer's Authorization Form (MAF) from the OEM with Operational eligibility criteria.**	RFP Conditions shall prevail.
25.	Volume 1 RFP	Page No. 57	Appendix - 7	Appendix 7 - Format for Letter of Undertaking [To be executed by the Parent Company/Associate Supported by Board Resolution* and submitted by the Bidder along with the Bid, in case Bidder is relying on the strength of its Parent Company/Associate for	**Request to kindly exempt Parent/Associate company of OEM from submitting the Board Resolution with the bid.**	RFP Conditions shall prevail.

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				meeting the stipulated Financial/Technical Qualification]		
26.	Volume 1 RFP	Page No. 4	Datasheet	Bid Security: INR 5,00,00,000/- (Rupees Five Crore Only)	Bid Security: INR ~~5,00,00,000/- (Rupees Five Crore Only)~~ **3,00,00,000/- (Rupees Three Crore Only)** to be submitted through the Tamil Nadu Government e-Procurement portal (TNTENDER) in the form of Electronic Bank Guarantee (e-BG)/**Insurance Surety Bonds**. **Request to provide us the Insurance Surety Bonds format for the same for submission in the bid towards EMD and Performance Security.**	RFP Conditions shall prevail.
27.	Volume 2, DCA	Page No. 93	Para No/Clause No. 22.1.2 (a)	a) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * 75%* (Monthly Assured Kilometres – actual Bus Kilometres))	b) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * 75 100%* (Monthly Assured Kilometres – actual Bus Kilometres))	RFP Conditions shall prevail.
28.				**Floor/Step Height Specification** We note that the tender specification prescribes a height of **400 mm** for the subject vehicle configuration.	Based on applicable regulatory provisions, vehicle design requirements, and prevailing industry practice for the proposed category of buses, the corresponding dimension is understood to be **600 mm**.	RFP Conditions shall prevail.

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					In view of the above, we kindly request MTC to review the specification and issue an appropriate clarification/ amendment confirming the acceptable dimension, thereby ensuring uniform interpretation of the requirement by all prospective bidders.	