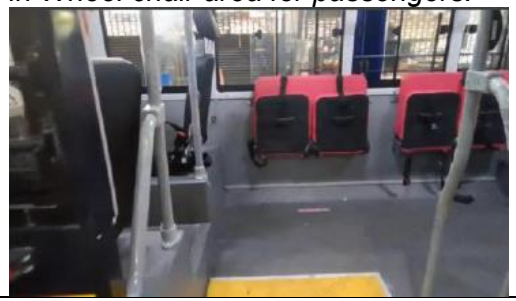
Corrigendum for "Procurement, Supply, Operation and Maintenance of 220 AC Low Floor (70 Nos – 7m & 150 Nos – 5m) Electric Buses and Development of Allied Electric and Civil Infrastructure under Gross Cost Contract - Tender ID No: 2026_MTC_668581_1"

S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
1.	Article 5 of DCA	31	5.13	New point (w) added to **Clause 5.13 Obligations relating to appointment of Drivers and Staff**	**5.13 Obligations relating to appointment of Drivers and Staff** (w). All frontline operational personnel deployed by the Operator, including drivers and other passenger-facing staff engaged in bus operations, shall be well conversant in Tamil language. Speaking and understanding Tamil shall be mandatory. The Operator shall ensure that such personnel are capable of communicating effectively with passengers and complying with operational instructions issued by the Operator/Authority.
2.	SCHEDULE-AA of DCA	264	S. No. 19.7	**E. Minimum seating capacity** For wheelchair compatible buses: 7-meter bus (13 seats + 1 wheelchair + Driver) 5-meter bus (11 seats + 1 wheelchair + Driver)	S. No. 19.7 (E) in SCHEDULE-AA of DCA is modified as follows: **E. Minimum seating capacity** For wheelchair compatible buses: 7-meter bus (13 seats + 1 wheelchair + Driver) 5-meter bus (Minimum 10 seats ~~11 seats~~ + 1 wheelchair + Driver)

Reply to Queries for "Procurement, Supply, Operation and Maintenance of 220 AC Low Floor (70 Nos – 7m & 150 Nos – 5m) Electric Buses and Development of Allied Electric and Civil Infrastructure under Gross Cost Contract" – Tender I.D. No: 2026_MTC_668581_1.

S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
1.				General	Request to split the for 5M and 7M separately. *Both are new models which has to be developed by all OEM's. Request to split the tender for 5M & 7M.*	RFP Conditions shall prevail.
2.	Annex 1	222	5	CCTV with MDVR: 3 Internal and External with minimum 90 days backup storage	CCTV with MDVR: 3 Internal and External with **maximum 30 days backup storage**	RFP Conditions shall prevail.
3.	Schedule AA	261	15	Charging range: The minimum range on single charge: 140 kms (at 80% SoC) for 5 m bus,	Request to amend the range for 5M as per CMVR certificate. *This is a new model developed for the first and last mile connectivity. We will be able to meet the required assured kms with opportunity charging.*	RFP Conditions shall prevail.
4.	Schedule AA	264	19.7	**Minimum seating capacity** For wheelchair compatible buses: 5-meter bus (11 seats + 1 wheelchair + Driver)	Request amendment. **10 seats + 1 Wheelchair + Driver** *We have provision of 2 foldable seats in Wheel chair area for passengers.* 	Please refer Corrigendum-II.
5.	Article 13	75	13.6.1	The Operator shall, no later than 45 (forty five) 30 (thirty) from the approval of Designs and Drawings, submitted as per Clause 13.4.1, procure and	The Operator shall **90 (Ninety) days from the approval of Desings and drawings**, submitted as per Clause 13.4.1, procure and deliver a Prototype	RFP Conditions shall prevail.

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				deliver a Prototype (including FCS) and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.	(including FCS) and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5. *Require additional time for development of Prototype as it is a new model.*	
6.	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. *All MTC depots has a capacity of more than 100 buses. The breakdown rate of 0.1 very less for a depot of minimum 100 buses.*	RFP Conditions shall prevail.
7.	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 × 10,000 Total Bus kms in a month. **The Severe safety shall be**	**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 × 10,000 Total Bus kms in a month. **The Severe safety shall be**	RFP Conditions shall prevail.

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				calculated in terms of number of Major Accidents. **20.6.3** The Operator agrees that the assured General Safety ("Assured General Safety") determined in 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.**	**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 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.** *The current tender clauses has lot of ambiguity as there is no clear definition for minor/major and severe accidents. Further, in case of an accident happening because of 3rd party, also there are chances of penalty to the operator.* *Further, in a depot of minimum 100 buses, even if 1 bus meets with*	

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					accident penalty is being levied on all the fleet since the clause mentions 2% of monthly fees.	
8.	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 at 5% of the Monthly Fees for that month.**	**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.** *Request MTC to amend the clause on max cap of penalties for KPI and operational infractions. The current max cap is very high and is leading to severe penalties making the project highly unviable.*	RFP Conditions shall prevail.
9.	Schedule S	235	3	Data Unavailability (Deductible)	Request for deletion of the table. Required data will be shared with	RFP Conditions shall prevail.

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					authority based on mutual discussion and agreement. Authority to set up a server for receiving the data requested by them. *As per RFP, the data storage in mNVR is for 30 days. We have demonstrated to the authority on the data availability through API. If the authority requires these data to be shared, authority has to set up a server for receiving these data.*	
10.	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.
11.	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.
12.	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.* *Penalty without upper cap will make the project financially unviable for the GCC contractor.*	RFP Conditions shall prevail.

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13.				**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**. 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.	Please refer Corrigendum-I.
14.				**Door Configuration Requirement** The tender document stipulates a **double-door configuration** for the proposed 5-metre and 7-metre buses.	Based on our engineering assessment and vehicle packaging studies, the specified double-door arrangement presents significant technical constraints in terms of: • Vehicle layout optimization; • Passenger seating capacity; • Structural integration; • Weight distribution; and • Overall operational efficiency for the intended application. Accordingly, we respectfully request MTC to consider permitting an **alternative technically feasible door configuration** that achieves the operational objectives of passenger boarding and alighting while maintaining compliance with statutory and safety requirements.	Please refer Corrigendum-I.