**Corrigendum for "Procurement, Supply, Operation and Maintenance of 300 AC 7metre Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure under Gross Cost Contract" – Tender I.D. No: 2026_MTC_668487_1.**

| S. No. | Section No. | Page No. | Para No/ Clause No. | Description as Per RFP/ DCA | Amended Clause |
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| 1. | Article 5 of DCA | 27 | 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**<br><br>(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. |

**Reply to Queries for "Procurement, Supply, Operation and Maintenance of 300 7m electric buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contract GCC" Tender I.D. No: 2026_MTC_668487_1.**

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| 1. | 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 **minimum 30 days backup storage** | RFP conditions shall prevail. |
| 2. | Article 13 | 75 | 13.6.1 | The Operator shall, **no later than 30 (thirty) days from the approval of Designs and Drawings**, submitted as per Clause 13.4.1, procure and 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. | The Operator shall **90 (Ninety) days from the approval of Designs and drawings**, submitted as per Clause 13.4.1, procure and 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.<br><br>*Require additional time for development of Prototype as it is a new model.* | RFP conditions shall prevail. |
| 3. | 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.<br><br>*All MTC depots has a capacity of more than 100 buses. The breakdown factor is very less for a depot of minimum 100 buses.* | RFP conditions shall prevail. |

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| 4. | 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.<br><br>**The Severe safety shall be calculated in terms of number of Major Accidents.**<br><br>**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).**<br><br>**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.** | **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.<br><br>**The Severe safety shall be calculated in terms of number of Accidents involving fatality due to driver fault.**<br><br>**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).**<br><br>**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.**<br><br>*The current tender clauses has lot of ambiguity as there is no clear definition for minor/major and severe accidents.* | RFP conditions shall prevail. |

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| | | | | | *Further, in case of an accident happening because of 3rd party also there are chances of penalty to the operator.*<br><br>*Further, in a depot of minimum 100 buses, even if 1 bus meets with accident penalty is being levied on all the fleet since the clause mentions 2% of monthly fees.* | |
| 5. | Article 20 | 89 & 90 | 20.1 | **Cap on Damages for failure to achieve Key Performance Indicators**<br><br>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.<br><br>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**<br><br>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.<br><br>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.**<br><br>*Request MTC to amend the clause on max cap of penalties for KPI and* | RFP conditions shall prevail. |

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| | | | | | *operational infractions. The current max cap is very high and is leading to severe penalties making the project highly unviable.* | |
| 6. | 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.<br><br>Authority to set up a server for receiving the data requested by them.<br><br>*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.* | RFP conditions shall prevail. |
| 7. | 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.<br><br>This is part of KPI, and the penalty should be as per Maximum cap for KPI - 2%. | RFP conditions shall prevail. |
| 8. | 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. |

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| 9. | 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.<br><br>*Penalty without upper cap will make the project financially unviable for the GCC contractor.* | RFP conditions shall prevail. |
| 10. | | | 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 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.**<br><br>**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 | RFP conditions shall prevail. |

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| | | | | | 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. | |
| 11 | | | 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 till 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.<br><br>Retaining it would exclude OEMs unwilling to take stake in Consortium and thereby narrow the pool of eligible Bidders. | RFP conditions shall prevail. |
| 12 | | | 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:**<br><br>**a.** A Bidder / a member of Consortium shall be a registered electric bus manufacturer having a bus manufacturing facility in India. | It is requested to make the following changes in the Technical Capacity clause:<br><br>"**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.....**" | RFP conditions shall prevail. |

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| | | | | **b.** A Bidder / member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India/Abroad:<br>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<br>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;<br><br>**c.** A Bidder / a member of Consortium shall have annual manufacturing capacity of **500 electric buses**.<br><br>**d.** The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a similar model homologation (100% battery operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time. | Further, following addition shall be made:<br><br>"**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**"<br><br>**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. | |
| 13 | | | 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:** | **Financial Capacity of the Bidders and 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:** | RFP conditions shall prevail. |

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| | | | | 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.<br><br>b) Net worth as at the end of the most recent financial year. | 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.**<br><br>b) Net worth as at the end of the most recent financial year.<br><br>**Rationale:**<br>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 diluting the Authority's assurance of financial capability. | |
| 14 | | | 2.2.10 | For the purpose of Qualification, a Bidder would be required to demonstrate the threshold Financial Capability measured on the criteria as | For the purpose of Qualification, a Bidder would be required to demonstrate the threshold Financial Capability measured on the criteria as | RFP conditions shall prevail. |

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| | | | | listed below. The Bidder would have to satisfy any one of the following criteria:<br><br>**Alternative 1: Average Annual Turnover**<br>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.<br><br>**Alternative 2: Total Fund Available for Project**<br>The Bidder should have the TFAP as defined in Clause 2.2.9(a) at the close of the preceding financial year of INR 200 crores (Rupees Two Hundred Crore). | listed below. The Bidder would have to satisfy any one of the following criteria:<br><br>**Alternative 1: Average Annual Turnover**<br>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.<br><br>**Alternative 2: Total Fund Available for Project**<br>The Bidder should have the TFAP as defined in Clause 2.2.9(a) at the close of the preceding financial year of INR 200 crores (Rupees Two Hundred Crore).<br><br>**Alternative 3: Minimum Net Worth**<br>The Bidder should have the Minimum Net Worth of INR 200 Crores (Rupees Two Hundred Crore) immediately preceding the bid due date. | |
| 15 | | | 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 | 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*~~ | RFP conditions shall prevail. |

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| | | | | TFAP requirement is met by VCF as a member of the Consortium. | ~~*is met by VCF as a member of the Consortium.*~~<br><br>**Rationale:** These changes are made to align the provisions with the changes made in the Eligibility Criteria. | |
| 16 | | | 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 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. | 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 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.<br><br>**Provided that in case a Bidder and/or its 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.**<br><br>**Rationale:** This addition is made to ensure that the most updated Net Worth shall be accounted while | RFP conditions shall prevail. |

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| | | | | | estimating the financial eligibility of the Bidder. | |
| 17 | | | 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. |
| 18 | | | 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:**<br><br>"**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 that meets the technical specifications and qualification requirements of this RFP.**"<br><br>**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, exit 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 | RFP conditions shall prevail. |

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| | | | | | non-performing OEM or termination of the Contract. The proposed clause avoids both outcomes.<br><br>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. | |
| 19 | | | | **Floor/Step Height Specification**<br>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**.<br>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. | RFP Conditions shall prevail. |
| 20 | | | | **Door Configuration Requirement**<br>The tender document stipulates a **double-door configuration** for the proposed 7-metre buses. | Based on our engineering assessment and vehicle packaging studies, the specified double-door arrangement presents significant technical constraints in terms of:<br>• Vehicle layout optimization; | RFP Conditions shall prevail. |

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| | | | | | • Passenger seating capacity;<br>• Structural integration;<br>• Weight distribution; and<br>• Overall operational efficiency for the intended application.<br>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. | |