

Navi Mumbai Municipal Transport

Minutes of Pre Bid Meeting

Tender No. NMMT/TM/ENGG/02/2023-24

Tender Title: REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF BUS OPERATOR FOR SUPPLY, OPERATION AND MAINTENANCE OF 100 ELECTRIC 9 MTR BUSES ON GROSS COST CONTRACT BASIS.

With reference to pre-bid meeting dated 9th May 2023, received queries/ suggestion from following interested bidders & discussion held in meeting, following amendment is made to the tender document.

Sr. No.	Company Name	Sr.No.	Company Name	Sr.No.	Company Name
1	JBM Auto Ltd	4	Neuton Auto Pvt Ltd	7	Shyama Shyam Service Centre
2	Switch Mobility	5	EKA Mobility	8	Tata Motors
3	VECVL	6	Arya Trans Solutions	9	Evey Trans (Olectra)

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JBM Auto Ltd					
1	19	Clause No. 2.5	a) The bidder shall furnish as part of its Bid, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as per the given format. An Earnest Money Deposit of Rs 50,00,000/- (Rupees Fifty Lakhs only) shall be paid through e-tendering portal ICICI e-tendering portal ICICI bank payment gateway (Net banking/NEFT/RTGS). b) Bank Guarantee/ Demand Draft will not be accepted for bid submission process. The bidder should submit EMD as per said above.	a) The bidder shall furnish as part of its Bid, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his bid as per the given format. An Earnest Money Deposit of Rs 50,00,000/- (Rupees Fifty Lakhs only) shall be paid through e-tendering portal ICICI bank payment gateway (Net banking/NEFT/RTGS) b) Bank Guarantee/ Demand Draft will be accepted for bid submission process. The bidder should submit EMD as per said above.	RFP/Tender condition prevails
2	150	Clause No : 22.4.2	Yearly Assured Payment Amount = $0.50 \times (T_m - T_a) \times$ Applicable Kilometer Charge	We request assured Payment Amount for under utilized Kms (Less than assured KM)= Same as PK Fees	RFP/Tender condition prevails

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3	150	Clause No : 22.4.4	Assured Payment Amount for Excess Kms = $0.70 \times (Ta - Tm) \times$ Applicable Kilometer charge	We request assured Payment Amount for Excess Kms = Same as PK Fees	RFP/Tender condition prevails
4	232	Clause : Infraction para (a)	Maximum capping of the penalty will 5% of gross Annual payment to the Bus operator	We request maximum capping of the penalty will 3% of gross Annual payment to the Bus operator	RFP/Tender condition prevails
5	176	Clause No : 32.3.2	Upon Termination of this Agreement on account of Authority's Event of Default, the Authority shall: i. Refund/ release of performance security, if still subsisting, in full provided there are no outstanding dues off the Authority on the Operator ii. Pay any sum due and payable as the Operation Payment by the Authority till date of such termination; iii. Takeover unencumbered possession of all Bus Depot provided to the Operator; and iv. Pay 3 Month's Kilometer Charges (average of last 4 invoice amounts) from the date of termination to the Operator.	We request to follow DHI: - Upon Termination on account of an Authority Default, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to: (a) Debt Due; (b) 150% (one hundred and fifty per cent) of the Adjusted Equity/Share Capital; and [(c) 115% (one hundred and fifteen per cent) of the amount representing the Additional Termination Payment.]	RFP/Tender condition prevails
6	176	Caluse No : 32.3.1	The Authority shall pay to the Service Provider, by way of Termination Payment, an amount equal to (a) 80% (eighty per cent) of loan amount for procuring of buses and charging infrastructure; (b) 60% (sixty per cent) of own contribution of operator for procuring of buses and charging infrastructure. (c) An amount equal to the total outstanding dues for the services render up to the date of termination notices after deducting applicable penalty.	We request to follow DHI: - Upon Termination on account of an Operator Default during the Contract Period, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to: (a) 90% (ninety per cent) of the Debt Due less Insurance Cover; and (b) 70% (seventy per cent) of the amount representing the Additional Termination (c) 90 % of the Share capital Payment: Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Operator hereby	RFP/Tender condition prevails

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				acknowledges that no Termination Payment shall be due or payable on account of an Operator Default occurring prior to COD.	
7			The Authority shall make a Termination Payment to the Operator in an amount equal to: (a) 80% (eighty per cent) of loan amount for procuring of buses and charging infrastructure; (b) 60% (sixty per cent) of own contribution of operator for procuring of buses and charging infrastructure. (c) An amount equal to the total outstanding dues for the services render up to the date of termination notices after deducting applicable penalty.	We request to follow DHI: - If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to: (a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; (b) 110% (one hundred and ten per cent) of the Adjusted Equity/Share Capital; and (c) an amount equivalent to the Additional Termination Payment less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in computation of the amount payable hereunder.	RFP/Tender condition prevails
8	150	22.3	i)The Operator shall submit an Provisional invoice in respect of the Bus Kilometres plied by each Bus put into Commercial Operation every [15 (fifteen)] days. The invoice shall also include any cost or Damages or any other charges that the Operator is entitled to recover from the Authority in terms of this Agreement (hereinafter together referred as “Invoice Amount”); ii)The Authority shall for every 15 days from receipt of the provisional invoice, shall automatically release payment for	We request to raise the invoicing on Fortnightly 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/Tender condition prevails

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			minimum assured KM per day through Escrow account. Final payment shall be paid at the end of month based upon actuals within a period of [7 days] from date of receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, make the payments. However, Operator shall submit invoices within 3 days after the end of the respective month. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law. Note: Electricity tariff will be as per MSEDCCL. In Case of Authority opting to pay electricity charges of bus charging, same will be deducted from payment of operator.		
9	150	Clause No : 22.4	The Authority agrees that the Deployment Plan shall ensure the average Bus Kilometers scheduled per Bus in a continuous period of [12 (twelve)] calendar months, commencing from the Commercial Operation Date of the respective Buses, will be no less than 73,000 kms for 9m Buses} (the "Annual Assured Bus Kilometer"). Annual Assured KM of bus will be excluding dead km.	We request assured KM to be calculated on all buses (100 no's of buses*73000 KM)	RFP/Tender condition prevails
10	116	Article 10.1	The site for the Maintenance Depots shall be the existing Authority Depot.	We request authority to consider and provide exclusive Depot.	RFP/Tender condition prevails
12	130	Clause No : 16.6.1	In case of breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within [1(one hour)] of breakdown. Operator shall be liable to pay Damages at 0.5 times of quoted KM rate	We request authority that the timing of 1 hour should be increased to 2 hours and the damages liable against such incident shall be decreased to 0.2 times of quoted KM rate instead of 0.5	RFP/Tender condition prevails

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13	149	Clause No : 22.1.3	(b) Distance travelled by a Bus from the Maintenance Depot to the first point of loading passengers at the commencement of its service on a Day; (c) Distance travelled by a Bus from its last Bus Stop as per the Deployment Plan to the Maintenance Depot at the end of the day's service;	We request authority to also consider the KMs between shifts for billing.	RFP/Tender condition prevails
14	149	Clause No :22.1.5	In the event the Odometer for any Bus is non-functional or does not provide accurate reading, the Fee for such Bus shall be based on the Bus Kilometre for the respective Bus for the preceding working day.	Kindly amend the clause as Instead of respective bus it should be route of preceding working day.	In case of no other source available Authority's Trip sheet will be considered.
15	236	Clause No : Schedule B	For Depot (a) Fire safety clearance from Fire Department (b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets (c) Customs Clearance Certificate for any testing or maintenance equipment (if needed) (d) Permission of State Government for cutting of trees (e) Any other permits or clearances required under Applicable Laws]	Authority to provide support by giving as relevant documents & details for obtaining the same timely.	Authority will provide necessary support required for acquiring relevant permissions.
16	225-232	Clause No : Part II	1. All other infractions (of Safety category) mentioned in tables A, B, C and D & all infractions mention in tables E, F, G and H shall be non-capped. 2. Table H- 50,000/- + Actual expenses to be borne by the operator	1. Request the penalty should be capped within 3%. 2. For Table H - 50000 /- penalty -cases where driver is not at fault, no penalty should be imposed on operator.	RFP/Tender condition prevails
17	52	Annexure 6 Anti Blacklisting certificate	Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)	Is the language of the certificate required to be provided as it is or modification to be more inclusive, is permissible?	Revised format is attached as Annexure-1.
18	61-62	Annexure 13 Letter of Award	Further, as per Clause 7.5 of the the RFP , you are required to furnish unconditional and irrevocable Bank Guarantee (BG) of INR Rs _____ /- (_____), in favor of _____ [Authority	Is there any difference while using the words 'furnish' ofand 'submit'? In our understanding correct that, the BG would be	RFP/Tender condition prevails

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			Name], from a Nationalized/Scheduled Bank, payable and enforceable at _____ [CITY NAME], towards the performance Security, in the format prescribed as part of the RFP. The BG shall be submitted prior to Execution of Agreement as per RFP terms.	required to be furnished/ submitted only on the date of execution of the Agreement?	
19	94	3.1 The Contract	(f) Neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement nor transfer, sub-lease, sub-license or part possession of the Maintenance Depots and the real estate related thereto including the Depot Site, save and except as expressly permitted by this Agreement. The Operator shall make available for inspection by any person, copies of this Agreement, the Maintenance Manual, the Safety Requirements and the Manual of Specifications and Standards (hereinafter collectively referred to as the "Specified Documents"), free of charge, during normal business hours on all working days at the Operator's Registered Office. The Operator shall prominently display at the Maintenance Depots, public notices stating the availability of the Specified Documents for such inspection, and shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.	Does this clause also refrain and restrict the operator from sub-contracting operations? Please clarify	RFP/Tender condition prevails
20	195	40.1 Disclosure of Specified Documents	Project Agreements" means this Agreement, construction contracts, [O&M Contract], [all agreements relating to Real Estate Development] and any other material agreements or contracts that may be entered into by the Operator with any person in connection with matters relating to, arising out of or incidental to this Agreement, but does not include any agreement for procurement of components, sub-systems for the Buses and goods and services for the Maintenance Depots;	Please clarify Who does any person refer to?	RFP/Tender condition prevails
21	195	40.3 Withholding disclosure of Protected Documents		Does the definition permits sub-contracting by the Operator/ Bidder?	RFP/Tender condition prevails

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22	214	Definitions	Project Agreements” means this Agreement, construction contracts, [O&M Contract], [all agreements relating to Real Estate Development] and any other material agreements or contracts that may be entered into by the Operator with any person in connection with matters relating to, arising out of or incidental to this Agreement, but does not include any agreement for procurement of components, sub-systems for the Buses and goods and services for the Maintenance Depots;	Does the definition permits sub-contracting by the Operator/ Bidder?	RFP/Tender condition prevails
23	14	1.2 R	It will carry out a detailed inspection and trial of the Prototype Bus to ensure compliance with RFP Specifications including particularly bus battery capacity and range, quality of the bus and workmanship. The Authority will also carry out a test trial the Prototype Bus in the existing route and Urban Bus Operation systems at Navi Mumbai to measure its performance in terms of Battery Capacity, Battery Range as well to ensure the compatibility of the charging requirement of Electric Bus with subsisting Bus schedule.	Requesting authority to accept Test report as per AIS040 for range trials duly certified by government test agency ICAT/ARAI.	RFP/Tender condition prevails
24	291	3	Safety: Short circuit /over temperature/lightening protection mandatory	We Requesting authority to share relevant lightening protection standard. ? Rest of parameters are ensured.	As per AIS latest relevant standards.
25	291	3	Power consumption ≤ 0.85 kWh per km.	Requesting authority to allow power consumption of at least 1 kWh per km considering average road conditions and bus running/loading duty cycle. Even in other STU also, the demanded power consumption for similar platform buses is in excess of 1 Kwh. During the Peak times the average loading on these type of buses is between 65-75 passengers which effect the power consumption	Power consumption of bus ≤ 1.0 kWh per km.
26	291	e	160 KM on single charge range with 80% Soc Passengers, GVW and AC, 18 hours continuously Any increase in vehicle	Single charge range requested to be allowed to be 120-140 km . However, it is ensured that bus will cover 240	RFP/Tender condition prevails

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			coverage beyond 240 Km per day, opportunity charging time may be proportionately provided for charging the vehicles.	km with one opportunity charge of maximum 75 minutes.	
27	273	SCHEDULE-O	Details of the Data Monitoring System as per requirements of ITS and UBS – II specifications.	UBS II specification applicable for non electric vehicle, Requesting authority to please share specific requirements (what parameters needed). JBM will share raw data, authority /depot IT team to integrate data in their server / portal	Onboard bus ITS should be as per latest government norms & standards.
28	290	General Requirement- Part 2 Serial No : 13 B	Bus floor height : 400 - 900mm	We request authority to keep bus floor height of standard 900 mm	Bus floor height : 900mm
29	291	General Requirement- Part 2 Serial No : 13 A	Overall length (Over body excluding bumper) - 8800 - 9400 mm	We request authority to consider overall length of buses between 8500 - 9400 mm	Overall length (Over body excluding bumper) - 8500 - 9400 mm or AS per CMVR
30	291	Part 2 Serial No : 13 E	Seat Layout in low floor area : 2*2	We request authority to confirm the number of seats to be provided	Seating capacity of bus should be 30 to 34.
31	66	Annexure 16	Depot site will be Asudgaon, New Panvel. However, Authority will have option to allot other Depot/Terminus also.	We Request to Authority Kindly clarify number and location of depot/terminus for 100 buses fleet as it will impact the costing of the project.	RFP/Tender condition prevails
32	93	Clause No : 2.1	The scope of the Agreement (the “Scope of the Agreement”) shall mean and include, during the Term: (a) supply of buses conforming to the Specifications and Standards set forth in Schedule-B (the “Buses”) and in accordance with the provisions of this Agreement; (b) Operation and Maintenance of Buses in accordance with the provisions of this Agreement; and	No. of depots are not mentioned in Schedule B, request Authority to kindly provide the same.	RFP/Tender condition prevails.

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33	101	5.2.8	5.2.8 Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be with information of the Authority from national security and public interest perspective, For the avoidance of doubt, it is expressly agreed that information to the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall Endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator or its Contractors from any liability or obligation under this Agreement. Sub-contract will be allowed in following cases. 1) Bus Washing & cleaning.2) Depot Cleaning.3) Maintenance of buses.4) Charging Infrastructure.5) Plant and Machinery. 6) Manpower	The Operator shall provide the necessary information to Authority, Request Authority to not insist of Authority consent for selection/ replacement of O&M sub-contractor.	RFP/Tender condition prevails.
34	106	5.12	The Operator agrees that it shall provide for charging infrastructure at the Maintenance Depots and terminus as per requirement of authority and deployment plan of buses for minimum 100 Buses and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Operator agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the purpose of charging of Buses and no other purpose whatsoever	1) Authority to be confirm that proposed location /site for the Maintenance Depots whether has Compound wall, gates, Approaches/ Roads, Availability of the adequate power at Proposed depot and necessary service lines. 2) Authority to share List of all facilities available in the proposed Depots. 3) No of Maintenance Bay and Pits Availability and confirmation from FMS for its Suitability. 4) Authority to share Existing Store Room & Offices with the bidder. 5) Request Water connection to be provided by	Authority will provide Sufficient existing depot infrastructure required for 100 buses.

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				Authority in the Proposed Depots. We request the Authority to kindly confirm for routes Kms, frequency etc. to enable us to work out most optimize cost for manpower resources and plant & machinery and tools & equipment.	Routes and frequencies of trips will be cover daily assured km mentioned in RFP.
35	116	10.1	The site for the Maintenance Depots shall be the existing Authority Depot		
36	122	13.11	13.11.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within [3 (Three)] hour of its occurrence followed by a written notice and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within 30 (Thirty) minutes of the occurrence of such accident, followed by a written notice. Where any persons involved in the accident have suffered injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help and treatment. The Authority shall provide reasonable assistance support to the Operator on best efforts basis.	Request authority to give more realistic time lines, the service provider will inform Authority of any accidents within [4 (four)] hour of its occurrence and in the event, such accident involves any fatality, the service provider shall intimate such accident within 02 (Two) hours of the occurrence of such accident.	RFP/Tender condition prevails.
37	127		16.1.1 The Operator shall Operate Buses in accordance with the provisions of this Agreement and shall comply with the Operation Standards as provided in Schedule-I of this Agreement.	Fleet Deployment plan not provided in SCHEDULE I, request authority to kindly provide depot wise fleet deployment plan.	Fleet deployment plan will be provided after delivery of buses.
38	133	17.3.4	The Operator shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 2 (two) months.	Request authority that since the ownership of bus belongs to Operator, therefore on completion of project the inventory is of no use to authority. However, if Authority insists, the contractor shall hand over spares and consumables to the Authority with adequate inventory for a period of 1 (one) months on completion of contract.	RFP/Tender condition prevails.
39	219	Article 44	DEFICIENCY AND INCIDENT WISE DAMAGES/ FINES	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	RFP/Tender condition prevails.

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				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.	
40	232	PART-II	Maximum capping of the penalty will 5% of gross Annual payment to the Bus operator	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.	RFP/Tender condition prevails.
41	233	Completion of Contract Period	After the completion of the contract period of 12 years following activities to be carried out a) Bus operator will peacefully vacate the depot premises and handover the premises to the Authority b) Since the contract is on BOOT basis all Fixed infrastructure such as Chargers, and any other permanent installations established by the bus operator will be handed over to the Authority at the depreciated cost.	After completion of Contract Period, All movable assets including Buses, chargers, tools, equipment and other electric equipment shall be taken away by the Operator.	RFP/Tender condition prevails.
42	Subsidy	Clause No : 1.2 (e)	The Authority has submitted a separate proposal to DHI to avail demand incentive/subsidy for additional Electric Buses.	Since the project is funded under NCAP, we assume there is no role of DHI in any subsidy process for additional electric buses, Kindly clarify?	Project will be funded under NCAP not under FAME.
43	12	Clause No : 1.2 (j)	The Operator will have to pay for cost of electricity consumed in charging of Electricity Buses. However, as per guidelines for 9M bus consumption is 85 Kwh/100 km (i.e. 0.85 kwh/km). Excess consumption of electricity will be recovered from operator. If Authority paid electricity charges same will be deducted from payment of Operator. In case of Authority opt to pay electricity charges, and then amount quoted in price bid for electricity charges for charging	Since the connection will be taken under authority name, we request authority to consider electricity in scope of authority and any consumption is excess to 1 Kwh/Km shall be recovered from operator. We request accordingly BOQ shall be to amended to quote rate without electricity.	Power consumption of bus ≤ 1.0 kWh per km.

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44	13	Clause No : 1.2 (m)	will be excluded from per km rate of bus. Operator /Service Provider will present the Authority solution in terms of bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of Authority. The cost of dead km for any charging purpose between-the-shifts or between-the-round trips shall be borne by the Operator	Since the charging opportunities could be available between the shifts, or between round trips subject to configuration of routes, schedules and depots. Whereas round trip and shift change are part of daily operation the dead km for such shift change and round trip shall be considered for operator payment	RFP/Tender condition prevails.
45	13	Clause No : 1.2 (O)	The Operator Agreement shall remain in force for a period of Twelve years (12 years), subjected to condition assessment of buses after Eight years (8 years) from Commercial Operations Date (COD), the inspection may be required to be carried out by a Third Party Inspection Agency appointed by the Operator acceptance to the Authority and appointed in consultation with the Authority.	Kindly clarify what will be action during the condition assessment, does the operator need to rectify the faults during such assessment or the authority will take call of whether to consider further extension or not. As our quote will be based on 12 years contract period.	After Eight years of completion, Operator will have to carry out necessary work of bus i.e. body re-structuring, battery replacement if required to ensure all buses are road-worthy as per CMVR and capable of running daily minimum assured km and must comply daily fleet availability norms as per authority requirement.
46	26	Clause No : A	A qualified Original Equipment Manufacturer (OEM) or its Associate /Operator (With OEM consent letter) / can bid as Single Bidder. Also OEM can give multiple consent letters to Bus Operators.	Since the bid is open for the OEM and the Bus Operator to bid as single bidder , whereby the OEM is allowed to give the consent letter to multiple bus operator, Does the OEM still can bid as single entity after submitting the consent letter to various Bus Operator. Request to Kindly revisit the clause about multiple consent letter and for clarification	RFP/Tender condition prevails.
47	26	Clause 2	a) The Bus Fleet Operator shall have executed/undertaken Project reference as to STU'S, Public Transport Authorities or any Government/Semi Government/Local Authority in any	In Point A : It has mentioned that operator shall have 1 years experience in last 7 years, whereas the Point B also qualify operator with 6 months experience in last 7	The Bus Fleet Operator shall have executed/undertaken Project

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			part of India at least one year during the last 7 years immediately preceding the Bid Due Date. b) The bus operator should have minimum operation of 25 electric buses or 50 Diesel/CNG/alternate fuel/hybrid buses in India OR outside India for at least six months in last 7 financial years including 2022-23.	years. We request authority for clarification	reference as to STU'S, Public Transport Authorities or any Government/Semi Government/Local Authority in any part of India at least six months during the last 7 years immediately preceding the Bid Due Date.
48	28	Clause 3	i.e. OEM/ Bus Operator / Aggregator. However, Any one from OEM / Bus Operator / Aggregator or Financial Institution can act as the Lead Member of the Consortium.	The give clause is contradictory with clause at Page No : 11 (Point B) which reads OEM/ Bus Operator can act as the Lead Member of the Consortium. Whereas in this clause it allows Aggregator or Financial Institution also, please clarify.	OEM / Bus Operator /Aggregator or Financial Institution can act as the Lead Member of the Consortium.
49	37	Clause 7.6 (a)	The Operator shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Total Contract Period ("Validity Period")2.	Request authority to allow yearly renewal for Performance security for a period of three months after the expiry of the Total Contract Period.	Performance Bank Guarantee can be renewed every year before expiry.
50	51	Annexure	[i.e. all 15 No's of Air- Conditioned Electric Buses (as mentioned in Scope of Work) to be supplied starting from 6 months to 12 months from the date of issue of Supply Order by NMMT].	Typo Error : The bus count shall be 100 Nos AC	Bus quantity will be 100 Nos.
51	96	Clause 4.2	In the event that (i) the Authority does not procure fulfillment or waiver of the Condition Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Operator or due to Force Majeure, the Authority shall not pay any damages to the Operator until the fulfillment of such Conditions Precedent.	The clause is once sided, In-case of operator is at default shall be liable for Damage payment, whereas any delay or default on part of authority are with no penalty. We request the given clause shall be applicable to both the party as the bidder has huge investment in project and any delay can effect the project and Operator liabilities.	RFP/Tender condition prevails.
52	General	Bid Evaluation	NA	We request authority to implement QCBS (Quality Cum Cost Based Selection) in the tender as every OEM will be	RFP/Tender condition prevails.

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				having different drive line specification and number of seats. QCBS will be helpful in arriving for better cost per km data.	
53	12	1.2 Part-A(I)	I) Authority plans to operate around 240 to 250 km per day per Bus. However buses should be capable of running up to said km per day in terms of range. Operators may offer technology solutions to meet this output requirement taking into account battery capacity and range, electricity economy, battery deterioration and replacement requirements, bus life and any other contingency. Opportunities for RFP for Selection of Operator for Supply, Operation and Maintenance of Buses on Gross Cost Contract Basis for Navi Mumbai charging would be available primarily during the night at the depots provided between the operation hours mentioned above. This time will have to be used for charging, routine maintenance, and cleaning also. Further, limited time charging opportunities could be available between the shifts, or between round trips subject to configuration of routes, schedules and depots. Operator /Service Provider will present the Authority solution in terms of bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of Authority. The cost of dead km for any charging purpose between-the-shifts or between-the-round trips shall be borne by the Operator.	We request Authority to confirm the opportunity Time and Total Charging window (Time) available during Opportunity as well as Night charging window (i.e. 1st Bus In to last bus out) We request authority to share the Route Schedule	RFP/Tender condition prevails.
54	13	1.2 Part-A(m)	Operator /Service Provider will present the Authority solution in terms of bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of Authority. The cost of dead km for any charging purpose between-the-shifts or between-the-round trips shall be borne by the Operator.	We request authority to pay for dead kilometers	RFP/Tender condition prevails.
55	15	1.2 Part-B (h)	The Operator shall have to adhere to the Fleet Deployment Plan prepared by the Authority. Such Fleet Deployment shall contain details including but not limited to number and type of Contracted Buses, details of the Assured Fleet Availability, Operating Plan, Routes, frequency, stoppage plan and table of schedule providing bus headways based on peak and off	We request authority to provide the tentative Fleet deployment plan.	RFP/Tender condition prevails.

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			peak hour and other requirements (the "Fleet Deployment Plan"). Indicative route plan and Fleet Deployment Plan at this stage are not specified in this RFP. Authority may consult the Operator for finalisation of Fleet Deployment Plan) The Operator shall have to adhere to the Fleet Deployment Plan prepared by the Authority. Such Fleet Deployment shall contain details including but not limited to number and type of Contracted Buses, details of the Assured Fleet Availability, Operating Plan, Routes, frequency, stoppage plan and table of schedule providing bus headways based on peak and off peak hour and other requirements (the "Fleet Deployment Plan"). Indicative route plan and Fleet Deployment Plan at this stage are not specified in this RFP. Authority may consult the Operator for finalisation of Fleet Deployment Plan.		
56	67	Annexure 18	(To be attached at the time of Signing of the agreement)	We request authority to provide the layout & area of Depot available for charging infra deployment for better planning.	RFP/Tender condition prevails.
57	106	5.12	The Operator agrees that it shall provide for charging infrastructure at the Maintenance Depots and terminus as per requirement of authority and deployment plan of buses for minimum 100 Buses and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Operator agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the purpose of charging of Buses and no other purpose whatsoever.	We request Authority to confirm, in case of Terminal Chargers required by Authority, The deployment of such chargers whether will be in scope of Authority or Bidder? If its bidder scope, kindly share the details of Terminals	If required, Operator can install additional chargers at Authority bus terminals with their own expense and prior permission of authority.
Switch Mobility					
58	10	1.1. Background	(ii) The Authority is planning to deploy 100 (nos.) 9 mtr length AC Electric Buses on Gross Cost Contract basis as per the guidelines for FAME India Phase II issued by the DHI	1. Request to consider 50% of the Tender Quantity as 12m Electric Buses	RFP/Tender condition prevails.

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59	12	1.2. Scope of Work for O&M of Bus Services	f) The successful bidder will have to bring in and use the E-Bus Technology as acceptable under the FAME II regulations.	Request you to delete the FAME II requirements	Bidder should comply all FAME-II guidelines except DHI Eligibility Certificate.
60	14	1.2. Scope of Work for O&M of Bus Services	q) Schedule-A of the Bus Operator Agreement comprises technical specifications of the Bus. The Bidder shall submit, along with the bid, Bus Specifications as per format asked demonstrating that it is meeting the specifications provided. It shall also provide Bus Type Approval certificate including Homologation Certificate by approved such Institutions such as CIRT/ARAI/ICAT. Additionally it shall also provide any certification that it has obtained from its vehicles or parts tested at reputed institutes like Central Institute of Road Transport, Pune/Central Power Research Institute, Bangalore/ ARAI or at any other Govt. recognized/reputed Institute/Laboratory.	Kindly request you to consider any one 9m Electric Bus Type Approval certificate along with the Bid along with an undertaking to submit the offered model Bus Type Approval certificate at the time of delivery of buses	RFP/Tender condition prevails.
61	25	5.1. Eligibility Criteria	b) The Bidder shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated under the Companies Act, 1956 (as amended or reenacted or Companies Act, 2013 as notified from time to time), (Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted) Or (ii) Partnership firm registered under The Indian Partnership Act (Copy of Partnership Deed submitted) or a (iii) registered proprietary firm (Copy of sales tax/service tax registration, EPF registration certificate, as may be applicable, should be submitted). Foreign firms constituted under Applicable Law of any	ab) The Bidder shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated under the Companies Act, 1956 (as amended or reenacted or Companies Act, 2013 as notified from time to time), (Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted) Or (ii) Partnership firm registered under The Indian Partnership Act (Copy of Partnership Deed submitted) Or (iii) registered proprietary firm (Copy of sales tax/service tax registration, EPF registration, Shop registration certificate, as may be applicable, should be submitted).	RFP/Tender condition prevails.

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			other country are also permitted to participate in Bidding (Copy of Certificate of Incorporation, Memorandum and Article of the association or constituting legal documents of the bidder should be submitted). In case of foreign Company, incorporation documents other than English language should be accompanied by a notarized translation to English language only.	Foreign firms constituted under Applicable Law of any other country are also permitted to participate in Bidding (Copy of Certificate of Incorporation, Memorandum and Article of the association or constituting legal documents of the bidder should be submitted). In case of foreign Company, incorporation documents other than English language should be accompanied by a notarized translation to English language only.	
62	26	A) OEM Qualifications Criteria:	i) The OEM shall be a registered Electric Bus Manufacturer with bus manufacturing facilities India and having experience of manufacturing and delivery of at least 25 Electric OR 200 HSD / CNG buses over the last five financial years to STU'S, Public Transport Authorities or any Government/Semi Government/Local Authority in any part of India or outside India	i) The OEM shall be a registered Electric Bus Manufacturer with bus manufacturing facilities India and having experience of manufacturing and delivery of at least 25 Electric OR 200 HSD / CNG buses over the last five financial years including FY2022-23 to STU'S, Public Transport Authorities or any Government/Semi Government/ Local Authority in any part of India or outside India	RFP/Tender condition prevails.
63	26	A) OEM Qualifications Criteria:	ii) OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard electric bus (100% battery operated) from the designated testing center in India. i.e., CMVR type approval of at least one model of electric bus. In case OEM/ Operator from outside India, certificates from equivalent agency /certifying authority will be required. An undertaking to be given by lead bidder / OEM that all certificates including CMVR type approval will be submitted at the time of prototype inspection.	ii) OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard electric bus (100% battery operated) from the designated testing center in India. i.e., CMVR type approval of at least one model of electric bus. In case OEM/ Operator from outside India, certificates from equivalent agency /certifying authority will be required. An undertaking to be given by lead bidder / OEM that all certificates including CMVR type approval will be submitted at the time of prototype inspection.	RFP/Tender condition prevails.
64	28	Associate:	(i) In evaluating the Financial Capability Criteria and Technical Capability Criteria of the Bidder under sub-clauses (a) and (b) herein above, aggregating the Financial Capability and	(i) In evaluating the Financial Capability Criteria and Technical Capability Criteria of the Bidder under sub-clauses (a) and (b) herein above, aggregating the	RFP/Tender condition prevails.

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			Technical Capability of any Associates of the Bidder for the purpose of meeting the Financial Capability Criteria and Technical Capability Criteria shall be permitted [only if Bidder is a single entity and not Consortium].	Financial Capability and Technical Capability of any Associates of the Bidder for the purpose of meeting the Financial Capability Criteria and Technical Capability Criteria shall be permitted [only if Bidder is a single entity and not Consortium] .	
65	29	a) Additional Consortium Criteria	iii) Each member of the Consortium must meet either the Financial Capability Criteria OR the Technical Capability Criteria alone/ individually. Combining of Technical and Financial capability of the consortium members.	Kindly request you to consider the collective strength of the Consortium	RFP/Tender condition prevails.
66	36	7.5. Formation of SPV and Shareholding Requirement	a) In case Successful Bidder is either a Single Bidder or Consortium or a Partnership firm or Proprietorship firm or foreign firm then it shall form special Purpose Vehicle Company (SPV) as per Indian Company Act, 1956/2013 and in such case Authority shall sign Bus Operator Agreement with the SPV.	Kindly request you to consider SPV as optional in case of Single Bidder	SPV formation will be optional in case of single bidder.
67	37	7.6. Performance Security	b) The Operator shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Total Contract Period ("Validity Period").	Kindly request you to allow the Operator to submit the Bank Guarantee initially for a period of 3 years and extend further before expiry of the Bank Guarantee till the completion of Contract terms	Performance Guarantee can be renewed every year before expiry.
68	96	4.2 Damages for delay by the Authority	In the event that (i) the Authority does not procure fulfillment or waiver of the Condition Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Operator or due to Force Majeure, the Authority shall not pay any damages to the Operator until the fulfillment of such Conditions Precedent.	In the event that (i) the Authority does not procure fulfillment or waiver of the Condition Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Operator or due to Force Majeure, the Authority shall pay to the Operator Damages in an amount calculated at the rate of [0.1% (zero point one per cent)] of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of [20% (twenty per cent)] of the Performance Security.	RFP/Tender condition prevails.

Sl. No.	Page No	Clause no	Clause Mentioned in RFP/tender document	Suggestion of Interested Bidders	NMMT Clarification / Decision/Corrigendum																								
69	106	5.12 Obligations relating to charging infrastructure	The Operator agrees that it shall provide for charging infrastructure at the Maintenance Depots and terminus as per requirement of authority and deployment plan of buses for minimum 100 Buses and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Operator agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the purpose of charging of Buses and no other purpose whatsoever.	The Operator agrees that it shall provide for charging infrastructure at the Maintenance Depots and terminus as per requirement of authority and deployment plan of buses for minimum 100 Buses the buses allotted to each depot depending on Operational requirement and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Operator agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the purpose of charging of Buses and no other purpose whatsoever.	RFP/Tender condition prevails.																								
70	107	6.1 Obligations of the Authority	b.4 As bus washing plant existed at depot, will be shared with operator and maintenance cost of washing machinery will be shared at actual and as per bus fleet ratio in that particular depot. b.5 Common facilities available like security, cleaning of depot, common electricity and water charges will be provided by Authority and cost for the same will be shared with Operator as per fleet ratio.	Kindly provide us the charges for the shared facilities	Common utility cost sharing ratio will be as per fleet size of operator/s and authority at that depot.																								
71	121	13.9 Procurement of Buses	<table><tr><th>Sl. No.</th><th>Lot</th><th>Timeline</th></tr><tr><td>1</td><td>Submission of prototype for inspection and approval</td><td>90 days from Date of Supply Order</td></tr><tr><td>2</td><td>Delivery of 1st Lot of 49 Buses</td><td>Within 90 days from date of Proto Approval</td></tr><tr><td>3</td><td>Delivery of 2nd Lot of 50 Buses</td><td>From April to June 2024 OR As per requirement of Authority, whichever will be earlier.</td></tr></table>	Sl. No.	Lot	Timeline	1	Submission of prototype for inspection and approval	90 days from Date of Supply Order	2	Delivery of 1st Lot of 49 Buses	Within 90 days from date of Proto Approval	3	Delivery of 2nd Lot of 50 Buses	From April to June 2024 OR As per requirement of Authority, whichever will be earlier.	<table><tr><th>Sl. No.</th><th>Lot</th><th>Timeline</th></tr><tr><td>1</td><td>Submission of prototype for inspection and approval</td><td>90180 days from Date of Supply Order</td></tr><tr><td>2</td><td>Delivery of 1st Lot of 49 Buses</td><td>Within 90180 days from date of Proto Approval</td></tr><tr><td>3</td><td>Delivery of 2nd Lot of 50 Buses</td><td>From April to June 2024 OR As per ...</td></tr></table>	Sl. No.	Lot	Timeline	1	Submission of prototype for inspection and approval	90180 days from Date of Supply Order	2	Delivery of 1st Lot of 49 Buses	Within 90180 days from date of Proto Approval	3	Delivery of 2nd Lot of 50 Buses	From April to June 2024 OR As per ...	RFP/Tender condition prevails.
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72	150	22.4.2 Payment for Unutilized Kilometers:	Yearly Assured Payment Amount = $0.50 \times (T_m - T_a) \times$ Applicable Kilometer Charge Where T_m = Yearly Assured Bus Kilometers x Available fleet T_a = Actual Bus Kilometers Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 12 (twelve) calendar months that has triggered this provision	Yearly Assured Payment Amount = 0.501.00 x ($T_m - T_a$) x Applicable Kilometer Charge Where T_m = Yearly Assured Bus Kilometers x Available fleet T_a = Actual Bus Kilometers Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 12 (twelve) calendar months that has triggered this provision	RFP/Tender condition prevails.
73	151	22.5 Revision of Fee	The price variation on account of Electricity, Labour and Material (based on CPI) shall be calculated as under. A) To cover the upward or Downward price escalation on account of electricity rate per unit: For AC Electric Buses: $R_{Month} = R_{basic} + (DA - DO) / 0.85$ Where R_{basic} = Quoted Basic Price per km. R_{Month} = Revised Basic Price per km. based on which payment to be released for a particular month in the first year of the contract. DA = Lowest electricity tariff in Rs per unit of Electric buses category applicable to NMMT/Power utility in a particular month for which payment is to be released. DO = The electricity rate of Electric Buses category on the bid end date of the tender in per unit rate are of MSEDCL /Power utility. The formula for difference in electricity price variation per km. for Buses with an assumption of electricity consumption @0.85km/unit for AC Electric Buses Rate revision for Electricity will be applicable from the operation of buses and effective from the date of electricity tariff revision. B) To cover the upward and downward price escalation on account Index Value:	Kindly request you to consider fixed price escalation of 3% year on year from 2nd year onwards.	RFP/Tender condition prevails.

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			Quoted base rate (R) x [(CPIMonth – CPIBase)/ CPIBase]x 0.05 CPIMonth = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI-IW) in Mumbai at the time of Bid end date. CPIBase= Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI-IW) in Mumbai at the time of Bid end date. CPI index base revision will be applicable from 3rd year of operation and thereafter every year. B) To cover the Upward and Downward price escalation due to increase in cost of labour: Quoted base rate x [(MWMonth - MW Base)/ MW Base]x 0.15 MWMonth= Minimum wages for skilled category (applicable for drivers) for particular month, notified by the Labour Department, Government of Maharashtra. MW Base= Minimum wages applicable at the time of bid end date for skilled category (applicable for drivers) Revision of rate for labour will be applicable from 2nd year of operation will be effective from the date of revision and thereafter every year. The Price Variation Formula: Revised Rate/km.[R] = Quoted Rate+ (Change in electricity rate per unit/0.85) + Quoted base rate (R) x [(CPIMonth – CPIBase)/ CPIBase] x 0.05 + Quoted base rate x [(MWMonth - MW Base)/ MW Base] x 0.15		

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74	160	27.3 Withdrawal during Agreement Period	27.3.1 The Authority shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due::	27.3.1 The AuthorityOperator shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due::	RFP/Tender condition prevails.
75	168	29.9 Termination for Force Majeure Event	29.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to: (a) 80% (eighty per cent) of loan amount for procuring of buses and charging infrastructure; (b) 60% (sixty per cent) of own contribution of operator for procuring of buses and charging infrastructure. (c) An amount equal to the total outstanding dues for the services render up to the date of termination notices after deducting applicable penalty. 29.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Operator in an amount that would be payable as mentioned below as under Clause 32.3 as if it were an Authority Default (a) 80% (eighty per cent) of loan amount for procuring of buses and charging infrastructure; (b) 60% (sixty per cent) of own contribution of operator for procuring of buses and charging infrastructure. (c) An amount equal to the total outstanding dues for the services render up to the date of termination notices after deducting applicable penalty.	29.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to: (a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; (b) 110% (one hundred and ten per cent) of the Adjusted Equity; and (c) an amount equivalent to the Additional Termination Payment less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in computation of the amount payable hereunder. 29.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Operator in an amount that would be payable under Clause 32.3 as if it were an Authority Default.	RFP/Tender condition prevails.

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76	176	32.3 Termination Payment	32.3.1 Upon Termination on account of an Operator Default during the Contract Period, the Authority shall pay to the Service Provider, by way of Termination Payment, an amount equal to: (a) 80% (eighty per cent) of loan amount for procuring of buses and charging infrastructure; (b) 60% (sixty per cent) of own contribution of operator for procuring of buses and charging infrastructure. (c) An amount equal to the total outstanding dues for the services render up to the date of termination notices after deducting applicable penalty. 32.3.2 Upon Termination on account of an Authority default, the Authority shall pay to the Operator by a way of termination payment an amount equal to (a) Debt due ; (b) Refund/release performance security (if still subsisting) in full provided there are no outstanding dues of the authority on the operator. (c) Take over unencumbered possession of bus depot/parking space provided to the operator.	32.3.1 Upon Termination on account of an Operator Default during the Contract Period, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to: (a) 90% (ninety per cent) of the Debt Due less Insurance Cover; and (b) [70% (seventy per cent) of the amount representing the Additional Termination Payment.] Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. Provided further that the Authority shall deduct any subsidy received by the Operator pursuant to Applicable Laws for implementation of the Project, for computation of Termination Payment. For the avoidance of doubt, the Operator hereby acknowledges that no Termination Payment shall be due or payable on account of an Operator Default occurring prior to COD. 32.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to: (a) Debt Due; (b) 150% (one hundred and fifty per cent) of the Adjusted Equity; and [(c) 115% (one hundred and fifteen per cent) of the amount representing the Additional Termination Payment.	RFP/Tender condition prevails.
77	289	Part I – General	The word “Bus” wherever used in the specification means the “8800-9200” mm long Electrically (Battery powered)	The word “Bus” wherever used in the specification means the “8800-92009400” mm long Electrically	RFP/Tender condition prevails.

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			propelled (Electric Propulsion System or EPS) or Pure electric air-conditioned MIDI 9 Meter bus with 400-900 mm floor height as per specifications given in this document. The urban bus would have right hand drive.	(Battery powered) propelled (Electric Propulsion System or Pure electric air-conditioned MIDI 9 Meter bus with 400-900 mm floor height as per specifications given in this document. The urban bus would have right hand drive.	
78	291	Part II – Specifications	Minimum Operation Range per bus per day: 160 KM on single charge range with 80% Soc Passengers, GVW and AC, 18 hours continuously Any increase in vehicle coverage beyond 240 Km per day, opportunity charging time may be proportionately provided for charging the vehicles.	Minimum Operation Range per bus per day: 160 KM on single charge range with 80% Soc Passengers, GVW and AC, 18 hours continuously Any increase in vehicle coverage beyond 240 Km per day, opportunity charging time may be proportionately provided for charging the vehicles.	RFP/Tender condition prevails.
79	291	Part II – Specifications	7. Suspension System: Air suspension at front and rear	Kindly request you to consider Air/Waveller Suspension at Front and Air Suspension at Rear	RFP/Tender condition prevails.
80	292	Undertaking for Bus Specification	Front & Rear Disk Brakes	Front & Rear Disk Brakes - Shall be as per CMVR	As per CMVR
VE COMMERCIAL VEHICLES					
81	291	Part I – General Requirements Clause No. 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 (kW) Motor/s capacity: As per OEM spec. 1. No of Motors/ batteries as per the Bus manufacturer's design. Power consumption ≤ 0.85 kWh per km.	Requesting NMMT to consider the Power consumption ~ 1.1KWH/km as the efficiency varies as per the environmental conditions. We request NMMT to consider efficiency of ~ 1.1KWH/km on annual average basis	Power consumption of bus ≤ 1.0 kWh per km
82			Minimum Operation Range per bus per day: 160 KM on		RFP/Tender condition

Sl. No.	Page No.	Clause no	Clause Mentioned in RFP/tender document	Suggestion of Interested Bidders	NMMT Clarification / Decision/Corrigendum
	291	Clause No. 3e	single charge range with 80% Soc Passengers, GVW and AC, 18 hours continuously Any increase in vehicle coverage beyond 240 Km per day, opportunity charging time may be proportionately provided for charging the vehicles.	Request to consider driving range of 160 km on single charge as per AIS 039 test cycle	prevails.
83	291	Clause No. 13f	Seat materials: As per AIS:023, Seats withluxury at seat & back	Request the Authority to confirm the seat type - HHR orPMS This is essential for the businesscase working from OEM end	Type I seats with cushion at seat and back shallbe as per AIS 023 or Plastic moulded cushion (PPLD) seats.
84	291	Clause No. 13g	ITS requirement for public transport vehicle operation: Chapter 10 of UBS II andCompliance to AIS:140 and UBS-II specification. Also compatible to Authority's existing ITMS modules.	Requesting NMMT to share details of Destination boards,ITS system requirement & dimensions	Onboard bus ITS should be as per latest CMVR, government norms & standards.
85	291	Clause No. 13h	Destination boards: As per UBS IIrequirements & AIS 052	Request NMMT to share detailson the number of Destination Boards required and their position	
86	291	Clause No. 13i	Surveillance Cameras: Three cameras, twoin the passenger's saloon and one for rear view.	Please confirm if CCTV camera to have only storage or data transmission capability too. Alsoprovide clarity if CCTV camera to be provided is IP or static camera	
87	292	SCHEDULE – S, Point No. 9	Front & Rear Disk Brakes	Request to consider rear disc brake as per CMVR requirement, OEM assures thatthe vehicle performance will meet with this configuration	Front & Rear Brakes- As per CMVR.
88			Payment for Unutilized Kilometers: In the event that the Authority is unable to demand from the Operator the operations ofthe Contracted Bus trips such that the average number of kilometers operated per Contracted Bus is not equal to the Yearly Assured Bus	Considering the fixed cost as 100% of bid price (Including investments in bus, charger, Maintenance etc.) Request Consideration and Amendmentas "100% Payment against anyshortfall against minimum assured kms "	RFP/Tender condition prevails.

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	150	22.4.2	Kilometers, Authority will pay to the Operator, in addition to the payments made for Bus Services based on invoices presented by the Operator, an amount ("Yearly Assured Payment Amount"), which shall be determined as follows: Yearly Assured Payment Amount = $0.50 \times (T_m - T_a) \times \text{Applicable Kilometer Charge}$		
89	151	22.4.4	Payment for Excess Kilometers: If the Contracted Buses operated under this Agreement exceed the Assured Bus Kilometers, then the Kilometer Charge payable applicable for such additional kilometers in excess of the Assured Bus Kilometers shall be calculated as follows: Assured Payment Amount for Excess Kms = $0.70 \times (T_a - T_m) \times \text{Applicable Kilometer charge}$	Request Consideration and Amendment as "75% Payment against additional kms against the minimum assured kms"	RFP/Tender condition prevails.
90	292	Schedule-5	Range in a day with maximum 75 minutes for 9mtr bus of opportunity charging between two shift	Request consideration of min opportunity charging duration of 60 mins	RFP/Tender condition prevails.
91	14	1.2 Part A) r	The Authority will also carry out a test trial the Prototype Bus in the existing route and Urban Bus Operation systems at Navi Mumbai to measure its performance in terms of Battery Capacity, Battery Range as well to ensure the compatibility of the charging requirement of Electric Bus with subsisting Bus schedule.	Request to confirm whether Trial will be conducted in deadload or with passengers	Proto type bus trial will be conducted at authority designated route with dead load.
92	12	1.2 Part A) j	The Operator will have to pay for cost of electricity consumed in charging of Electricity Buses. However, as per guidelines for 9M bus consumption is 85 Kwh/100 km (i.e. 0.85 kwh/km). Excess consumption of electricity will be recovered from operator. If Authority paid electricity charges same will be deducted from payment of Operator.	Request to amend the clause to consumption of 110 Kwh/100 km (i.e., 1.1 kwh/km) Kindly also clarify if the charges up to 110Kwh/100km will be paid by NMMTU and recovery of additional cost would be made over and above same	Power consumption of bus ≤ 1.0 kWh per km.

Sl. No.	Page No	Clause no	Clause Mentioned in RFP/tender document	Suggestion of Interested Bidders	NMMT Clarification / Decision/Corrigendum
				consumption rate	
93	13	1.2 Part A) p	NCAP Subsidy: The amount of Demand Incentive/ Subsidy available under NCAP Scheme (15th pay commission fund) shall be calculated as per FAME II regulations published by DHI and as may be amended by DHI. The Demand Incentive/Subsidy calculated based on the above formula shall be disbursed by Authority to the Operator in following manner subject to and only upon receipt of such Demand Incentive/Subsidy from DHI by the Authority	Kindly clarify subsidy calculation formula. Also request to clarify in case subsidy is not disbursed within stipulated timelines, the damages which would be paid by NMMTU to compensate the operator.	Subsidy will be fixed Rs 50 Lac per bus.
94	13	1.2 Part A) p	NCAP Subsidy: Successful commercial Operation shall mean breakdown free operation of deployed buses for 6 Months from the COD for Each Lot of Buses. In case of any bus failing to complete successful commercial operation, the Operator shall replace such bus with a new bus having similar specification and design. Such new bus shall be required to complete successful commercial operation for 6 months from the date of its deployment	Requesting NMMT to revise the clause as "Successful operations" as against "Breakdown Free" Operations	RFP/Tender condition prevails.
95	30	5.3 (d)	The prices quoted for Kilometer Charge/Rates shall be firm and not subject to any upward variation except for the variation in GST and revision granted in Kilometer Charge/Rate as per Agreement	Kindly clarify if GST is applicable or not	Authority is exempted for GST.
96	12	1.2 Part A) (i)	The Operator shall, at its own cost and expense, provide and make arrangement for following: i. Provide all downstream Electric Infrastructure from the bulk power/11 kv connection such as, but limited to 1) Step-down transformer of adequate capacity	We hereby request the Authority to provide electricity connections and upstream electricity infrastructure (at the available HT metering level, which for the avoidance of doubt may be a 11/33 kV connection) and sub-stations up to 415 V at the locations of the	RFP/Tender condition prevails.

Sl. No.	Page No	Clause no	Clause Mentioned in RFP/tender document	Suggestion of Interested Bidders	NMMT Clarification / Decision/Corrigendum
			2) all equipment and allied infrastructure such as LT and HT switch gears 3) depot level power distribution infrastructure including, cabling for making power available at chargers, required connector etc.	Maintenance Depots for charging of the Buses and operation of the Charging and vehicle maintenance Infrastructure etc., along with all requisite permissions, approvals and licenses in relation to the utilization by the Operator of such electricity connection	
97	-	-	Depot locations, space available to store tools & spares & available maintenance infrastructure	Request NMMT to provide the required details on depot location & available maintenance infrastructure	RFP/Tender condition prevails.
98	96	4.2	Damages for delay by the Authority: In the event that (i) the Authority does not procure fulfillment or waiver of the Condition Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Operator or has occurred due to Force Majeure, the Authority shall not pay any damages to the Operator until the fulfillment of such Conditions Precedent.	Pl Clarify compensation payable to bidder in case of authority default as a condition of fair and transparent contracting	RFP/Tender condition prevails.
99			Damages for delay by the Operator: In the event that (i) the Operator does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Authority may, in its sole	Requesting NMMT to restrict penalty to 0.1 % of PBG on per week as against per day stated in Document	RFP/Tender condition prevails.
	96	4.3			

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			discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfillment of the Condition Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Operator under this Clause 4.3 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Clause 4.1.2.		
100	119	13.2	Ownership of Buses: The Operator agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Operator/ its associated Consortium member/JV company and the Operator shall cause all Buses to be registered in the name of the Operator/consortium member/JV company and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.	Please clarify if the buses can be registered on name of 100% Owned subsidiary of OEM	RFP/Tender condition prevails.
101	121	13.9	Procurement of Buses: Submission of prototype for inspection and Approval - 90 days from Date of Supply Order Delivery of 1st Lot of 49 Buses - Within 90 days from date of Proto Approval Delivery of 2nd Lot of 50 Buses - From April to June 2024 or As per requirement of Authority, whichever will be earlier.	Request to revise the clause as: Prototype Supply: Within 120 days from date of Supply Order Supply of 1st Lot : Within 90 days from date of Proto Approval Supply of 2nd Lot : From July to August 2024	RFP/Tender condition prevails.

Sl. No.	Page No	Clause no	Clause Mentioned in RFP/tender document	Suggestion of Interested Bidders	NMMT Clarification / Decision/Corrigendum
102	120	13.6.2	Delay in Supply of Prototype: In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.4.1, the Authority may recover from the Operator an amount equal to [0.5% (zero point five per cent)] of the Performance Security as Damages for each and every [week], or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed [10% (ten per cent)] of the Performance Security.	Request the Authority to amend the clause to damages at the rate of 0.1% of the Performance Security for each and every week by which the delivery of the Prototype is delayed	RFP/Tender condition prevails.
103	121	13.9.1	Delays in Procurement: In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not attributable to the Authority or due to a Force Majeure Event, the Operator shall pay Damages at the rate of [0.10 % times of quoted Km rate for the Authority nominated daily coverage of each bus] for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus	Request the Authority to amend the clause to damages at the rate of 0.5 % times of quoted Km rate for the Authority nominated daily coverage of each bus for each day of delay for each Bus	RFP/Tender condition prevails.
104	146	20.10	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 and for repeated shortfall in performance during a Month /Quarter, as may be determined by the Authority for reasons to be recorded in writing based on passenger feedback, data and inspections by the Authority, it shall pay Damages equal to [0.1% (zero point one percent)] of the Performance Security for such shortfall in any such performance indicator.	Request the Authority to amend the clause to damages equal to 0.05% of the Performance Security	RFP/Tender condition prevails.
105			Allocation of costs arising out of Force Majeure: Upon occurrence of any Force Majeure Event prior to the	In case the Force Majeure Event is not due to default of Operator i.e. not within Operator's purview political	RFP/Tender condition prevails.

Sl. No.	Page No	Clause no	Clause Mentioned in RFP/tender document	Suggestion of Interested Bidders	NMMT Clarification / Decision/Corrigendum
	167	29.7.1	Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof. The cost of the same shall be decided on mutual discussion by Authority and Operator.	or non political, any cost involved such as loss of revenue to the operator etc. should be reimbursed by Authority at actual.	
106	15	1.2(B)(i)	Adverse operating conditions shall not affect Contractual obligations and parameters of performance under the Agreement specified in this RFP. Wear and tear of the bus due to bad road conditions, rains, heavy traffic etc. shall not be considered an adequate defence on the part of the Operator for not fulfilling his Contractual obligations as per the Agreement.	Request NMMT to consider that the bad road conditions, rains, heavy traffic will affect the electric bus to achieve the SLAs. We request NMMT to kindly revise the clause	RFP/Tender condition prevails.
107	257	5.2, 5.3, 6.1.1, 6.1.2, 7.2, 9.2	[●] business days	No number is specified in the given many clauses	Will decide at the time of execution of agreement.
108	260	10.1.2	The venue of arbitration shall be..... (name of the city)	Name of city is not mentioned.	The venue of arbitration shall be Navi Mumbai.
109	260	11.1	This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at..... shall have jurisdiction over all matters arising out of or relating to this Agreement.	Jurisdictional city is not mentioned.	Navi Mumbai/Mumbai
110	262	11.7.2	All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of [●] years following the date of such termination or expiry of this Agreement.	Number of years not specified.	12 years
111	282	9.1	This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at *** shall have jurisdiction over all matters arising out of or relating to this Agreement.	Location not specified.	Navi Mumbai/Mumbai

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			Neuton Auto Pvt Ltd		
112	19	PART IV : INSTRUCTIONS TO BIDDERS 2. General	The bidder shall furnish as part of its Bid, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/"Bid Security") for Captioned work as part of his bid as per the given format. An Earnest Money Deposit of Rs 50,00,000/- (Rupees Fifty Lakhs only) shall be paid through e-tendering portal ICICI bank payment gateway (Net banking/NEFT/RTGS).	We request exemption for the "Tender Fee" & 'Earnest Money Deposit' based on the "Relaxation of Norms" for the MSME's and Startups in Public Procurement as per the directives given by the Ministries of Government. Also as the benefit has already been provided to suppliers registered with National Small Industries Corporation Ltd. (NSIC), we request the exemption be extended to MSMEs and Startups having Udyam Registration Certificate.	
113	23	PART IV : INSTRUCTIONS TO BIDDERS 4.	Part 1A: RFP Fees and EMD • RFP Fee • Earnest Money Deposit Scanned copies to be uploaded online.	Hence, Request to add an "Clause for Exemption in RFP Fees and Earnest Money Deposit (EMD)" for OEMs & Operators registered as MSMEs and Startups having Udyam Registration Certificate.	RFP/Tender condition prevails.
114	2	ART IV : INSTRUCTIONS TO BIDDERS 6.	1) Prior to evaluation of Eligibility and Qualification Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if: (v) it contains the RFP Fee and EMD as per the amount and in formats specified in RFP.		
115	25	5. Evaluation Criteria	i) The OEM shall be a registered Electric Bus Manufacturer with bus manufacturing facilities India and having experience of manufacturing and delivery of at least 25 Electric OR 200 HSD / CNG buses over the last five financial years to STU'S, Public Transport Authorities or any Government/Semi Government/Local Authority in any part of India or outside India.	We request "Relaxation of Norms for Prior Experience" for Startups and MSMEs based on the circulars issued by the DHI, Ministry of Finance & The Ministry of Micro, Small and Medium Enterprises. This is inline with the relaxations given by other Authorities (STU's / City Corporations) for the e-Bus Tenders.	RFP/Tender condition prevails.
116			The Bus Fleet Operator shall have executed/undertaken Project reference as to STU'S, Public Transport Authorities or any Government/Semi Government/Local Authority in	Request to add the "Prior Manufacturing & Delivery Exemption Clause" for OEMs registered as MSMEs and Startups having Udyam Registration Certificate in the	

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			any part of India at least one year during the last 7 years immediately preceding the Bid Due Date. The bidder shall upload the documentary evidence in support of the same in the form of Work Orders and Satisfaction Certificates from the Client. a. The bus operator should have minimum operation of 25 electric buses or 50 Diesel/CNG/alternate fuel/hybrid buses in India OR outside India for at least six months in last 7 financial years including 2022-23.	Tender. Also, Request to add the "Prior Operation Experience and Exemption Clause" for Operators registered as MSMEs and Startups form having Prior (minimum operation of 25 Buses), experience for execution/ undertaking Project for STUs, Government/Semi Government/ Local Authorities in any part of India.	
117	26 & 27	PART IV : INSTRUCTIONS TO BIDDERS 5. Evaluation Criteria	iii) The OEM shall have a Minimum Average Annual Sales Turnover (MAAT) of last 3 (three) Financial Years more than INR 100.00 Crores. OEM shall submit the Certificate of Chartered Accountant as per the Annexure attached, in this regard. d. The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 30 crores for last 3 Financial Years as per Auditor's certificate.	We request "Relaxation of Norms regarding Prior Turnover Criteria" (MAAT requirements as stated in tender) for Startups and MSEs based on the above circulars issued by the DHI, Ministry of Finance & The Ministry of Micro, Small and Medium Enterprises and applicable to the Sole Bidder, Operator as Lead member or as Consortium partners. Request to add the "Prior MAAT Exemption Clause" for OEMs registered as MSMEs and Startups having Udyam Registration Certificate form having Prior Turnover Criteria as mentioned in the Tender. Also, "Request to to add the "Prior MAAT Exemption Clause" for Operators registered as MSMEs and Startups having Udyam Registration Certificate form having Prior Turnover Criteria as mentioned in the Tender.	RFP/Tender condition prevails.
118	26	5. Evaluation Criteria	ii) OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard electric bus (100% battery operated) from the designated testing center in India. i.e., CMVR type approval of at least one model of	We request "The exemption's" provided to an OEM/ Operator from Outside India for submitting an undertaking that all the certificates including CMVR Type Approval will be given at the time of Prototype	RFP/Tender condition prevails.

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			electric bus. In case OEM/ Operator from outside India, certificates from equivalent agency / certifying authority will be required. An undertaking to be given by lead bidder / OEM that all certificates including CMVR type approval will be submitted at the time of prototype inspection.	Inspection, to be extended to an OEM/ Operator in India. We request this to promote R&D and Foster Innovation by Indian companies which is in line with "Make in India" initiative being promoted by our Honourable PM.	
119	1 & 10	REQUEST FOR PROPOSAL (RFP)	(i) The Authority is planning to deploy 100 (nos.) 9 mtr length AC Electric Buses on Gross Cost Contract basis as per the guidelines for FAME India Phase II issued by the DHI . (ii) In light of above, Authority invites bids from qualified bus manufacturer/OEM and Bus Operators for procurement/supply, operation and maintenance of 100 electric AC buses for Navi Mumbai Urban Bus Services vide this RFP. The Authority shall deploy the buses as part of City Bus Service as per the requirement from time to time.	As the Buses are required for Navi Mumbai which is part of Mumbai Metropolitan Region planned over an area of 344 sq. km, the Buses would be plying in various directions and would be split in Depots, hence we request to split the Order Qty between 2 to 3 OEMs/ Operators. We request for a minimum 25% share out of the total Ordered Quantity to be allocated to MSEs (inclusive of 4% reserved for owned by SC/ST & 3% for women entrepreneur)	RFP/Tender condition prevails.
120	30	PART IV : INSTRUCTIONS TO BIDDERS 7. Appointment of Operator and Signing of Contract	b) In case the Preferred Bidder withdraws or unable to execute contract then, Authority is inclined to appoint other operator from participated bidders. The list of Eligible and Qualified Bidders as per clause 6.2, shall be ranked on lowest to highest based on Price Bid and upon determining responsiveness of their Price Bid in accordance with provisions set forth in clause 5.3 and the Second lowest Bidder may be called for discussion to know if he is agreeing to provide the services at the Lowest Price quoted (L1) , and it does, it shall be considered the second Preferred Bidder for appointment in addition to the Lowest Bidder. If the Second Lowest Bidder disagrees to match the lowest price,	Request to include the below clause. "In tender, participating MSEs quoting price within the band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25% of total tendered value. In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the	RFP/Tender condition prevails.

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			the Authority may ask the Third Lowest Bidder to provide the services at the Lowest Price quoted (L1). In the event of the Third Lowest bidder also disagreeing to match the lowest price quote, the Process will continue to the Forth Lowest Bidder and so on until the required number of operators is selected as next Preferred Bidder.	range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle."	
		EKA Mobility			
121	19	2.5	EMD- shall be paid through e-tendering portal ICICI bank payment gateway (Net banking/NEFT/RTGS).	Requesting authority to allow EMD as BG also.	RFP/Tender condition prevails.
122	19	2.5	EMD Amount: INR Rs. 59,00,000 /-	As per Maharashtra Govt Policy, Tender fees and EMD are exempted to MSMEs / MSEs, Requesting authority to exempt the same atlease for MSEs inline with Maharastra procurment policy and same has been followed in CESL tenders.	RFP/Tender condition prevails.
123	11	1.2	Scope of Work for O&M of Bus Services - c) In case of the Bidder being a Consortium, pursuant to the provision of the RFP, it shall form a Special Purpose Vehicle (SPV) in order to execute the Project. The SPV shall be in form of a Private Ltd Company under Indian Companies Act 2013. The Lead Member shall be required to hold minimum 51% of the paid equity of the SPV throughout the Contract Period while non lead member shall maintain at least 10% stake in the SPV during the Contract Period. However, SPV formation for OEM will be optional and not mandatory.	"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 contract period. Request is based on following:- " (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.	RFP/Tender condition prevails.

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				(b) While, the OEM will remain committed till the project gets stabilised, the funding agencies will be requiring control over the business. (c) Authority 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 funding agencies. With the high project cost and associated financial risks (of investment), enabling clauses will make the project viable.	
	Arya Trans Solutions				
124	2.5	19	Earnest Money Deposit (EMD) - Bank Guarantee/ Demand Draft will not be accepted for bid submission process. The bidder should submit EMD as per said above.	1) Request to accept Bank Guarantee. 2) Request to provide exemption to companies registered under MSME.	RFP/Tender condition prevails.
125	26 - 27	5.1.2	Bus Operator Qualifications Criteria - a) The Bus Fleet Operator shall have executed/undertaken Project reference as to STU's, Public Transport Authorities or any Government/Semi Government/Local Authority in any part of India at least one year during the last 7 years immediately preceding the Bid Due Date. The bidder shall upload the documentary evidence in support of the same in the form of Work Orders and Satisfaction Certificates from the Client. c) 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/STU's of repute and which has been in successful operation for a	Kindly allow the operational experience with a private sector organizations of repute.	RFP/Tender condition prevails.

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			period on at least one year in India or Outside India.		
126	4	12	Range 160 km in Single charge @ 80% SOC	Range 140 km in Single charge @ 80% SOC	RFP/Tender condition prevails.
127	4	13 (a)	Length – 8800- 9400 mm	Length 8400-9000 mm	Overall length (Over body excluding bumper) - 8500 - 9400 mm or AS per CMVR
			Shyama Shyam Service Centre		
128	108	sub clause (1)	The Subsidy Bank Guarantee should be from any Nationalized Bank.	The Subsidy Bank Guarantee should be from any Nationalized/Scheduled Bank.	Suggestion accepted.
			Tata Motors - Smart City Mobility Solutions		
129	12	1.2. Scope of Work	i. Make available bulk power access at required load/ capacity at one point on the selected Maintenance Depot site(s) including as per required load in consultation with the Operator at the cost of the Authority. The Operator shall submit detailed power requirement in advance to the Authority.	Request Authority to provide Required Load/capacity (input Power of 11kV/22kV line) at depots, Opportunity Charging locations and or Terminus Points (if any) also for charging the Vehicle	RFP/Tender condition prevails.
130	19	2.5. Earnest Money Deposit (EMD)/ Bid Security	The bidder shall furnish as part of its Bid, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his bid as per the given format. An Earnest Money Deposit of Rs 50,00,000/- (Rupees Fifty Lakhs only) shall be paid through e-tendering portal ICICI bank payment gateway (Net banking/NEFT/RTGS).	Request Authority to accept Bank Guarantee Mode of Submission for Bid Security/EMD	RFP/Tender condition prevails.
131	159	27.2 Deposits in Escrow Account.(2 7.2.1)	(b) [any deposits by the Authority to maintain an amount equivalent to {2 (two) month's estimated Fee in the Escrow Account;]	(b) [any deposits by the Authority to maintain an amount equivalent to {6 (Six) month's} estimated Fee in the Escrow Account;] and Operator has an accessibility to withdraw the amount if bill has delayed - Escrow Account will be operated by Operator as a Payment Security Mechanism	RFP/Tender condition prevails.

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132	37	7.6. Performance Security	a) Before signing of the Bus Operator i.e. Rs. 50,000/- per bus in the form of Bank Guarantee (As per format provided in the Annexure) on reduction at 8.33% per annum basis in favor of "Navi Mumbai Municipal Transport Undertaking (NMMT)" at the time of signing of the Bus Operator Agreement as detailed below..... part thereof.		RFP/Tender condition prevails.
133	115	9.1 Performance Security(PS)	9.1.1 The Operator shall, for the performance of its obligations hereunder till the expiry of the Contract Period, provide to the Authority before signing this Agreement, an irrevocable and unconditional guarantee on reduction at 8.33% per annum basis from any Nationalized Bank in favor of "Navi Mumbai Municipal Transport Undertaking (NMMT)" for a sum equivalent to Rs. 50,000/- (Fifty Thousand Rupees) per bus as per clause no. 6.1.2 in the form set forth in Schedule-D (the "Performance Security"). Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Operator.	a) Before signing of the Bus Operator i.e. 3% of Project Cost in the form of Bank Guarantee (As per format provided in the Annexure) on reduction at 8.33% per annum basis in favor of "Navi Mumbai Municipal Transport Undertaking (NMMT)" at the time of signing of the Bus Operator Agreement as detailed below..... part thereof.	RFP/Tender condition prevails.
134	68	Annexure 19	Annexure 19 Indicative Bus Service Area And Fleet Deployment Plan (To be attached at the time of Signing of the agreement	Depot Details (No. of Depots, No. of buses per depot & Depo Land other details), Route details and Schedules	RFP/Tender condition prevails.
135	240	SCHEDULE-F	SCHEDULE-F (See Clause 16.5) DEPLOYMENT PLAN Authority will provided at the time of operation	trip details to be provided with the corrigendum - helps in calculation of better per km rate	RFP/Tender condition prevails.
136	150	22.4.2 Payment for Unused Kilometers:	Yearly Assured Payment Amount = $0.50 \times (T_m - T_a) \times$ Applicable Kilometer Charge	Yearly Assured Payment Amount = $1 \times (T_m - T_a) \times$ Applicable Kilometer Charge	RFP/Tender condition prevails.
137	151	22.4.4	Assured Payment Amount for Excess Kms = $0.70 \times (T_a - T_m) \times$ Applicable Kilometer Charge	Assured Payment Amount for Excess Kms = $1 \times (T_a - T_m)$	RFP/Tender condition

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		Payment for Excess Kilometers	Applicable Kilometer charge	x Applicable Kilometer charge	prevails.
138	232	Article 44 Penalties	a) Maximum capping of the penalty will 5% of gross Annual payment to the Bus operator	a) Maximum capping of the penalty will 3% of gross Annual payment to the Bus operator	
139	120	13.6 Supply of Prototype	13.6.2 In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.4.1, the Authority may recover from the Operator an amount equal to [0.5% (zero point five per cent)] of the Performance Security as Damages for each and every [week], or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed [10% (ten per cent)] of the Performance Security.	13.6.2 In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.4.1, the Authority may recover from the Operator an amount equal to [0.01% (zero point zero one per cent)] of the Performance Security as Damages for each and every [week], or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed [10% (ten per cent)] of the Performance Security.	RFP/Tender condition prevails.
140	146	20.10 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 and for repeated shortfall in performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on passenger feedback and inspections by the Authority, it shall pay Damages equal to [0.1% (zero point one per cent)] of the Performance Security for such shortfall in any such performance indicator.	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20 and for repeated shortfall in performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on passenger feedback and inspections by the Authority, it shall pay Damages equal to [0.01% (zero point zero one per cent)] of the Performance Security for such shortfall in any such performance indicator.	RFP/Tender condition prevails.
141	15	PART B) The scope of the Project will broadly include the following:	i) Adverse operating conditions shall not affect Contractual obligations and parameters of performance under the Agreement specified in this RFP. Wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. 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/Tender condition prevails.
142	122		3. Motor Vehicle tax (as applicable for both Inter and	Motor Vehicle tax (as applicable for both Intercity	RFP/Tender condition

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		13.10.3	Intracity operations) - parties responsible for the payment is Operator	operations) - parties responsible for the payment is Authority	prevails.
143	57	Annexure 11 Format of price bid	(i) Currently GST is not applicable, in future(if applicable the GST will extra over the above price per km.[The Services availed by the operator from its own vendors for services such as AMC, driver agency represent the Service Provider's own costs and Authority shall not pay any or reimburse any such taxes.]	GST(if applicable) will be in the Authority Scope	RFP/Tender condition prevails.
144	289	Part I – General Requirements General Design Features of Bus:	4. Bus design would be suitable for daily operation of 18 to 20 hours in cities of Navi Mumbai with peak loading of about 28 to 35 passengers (Seating + standee) (each passenger weighing 68 Kgs on an average and carrying a load of 7kgs each), average journey speed of about 25Kms per hour with frequent starts/stops, say, after every 300 to 1000 mtrs. The max attainable speed of the bus would be in range of 70 kmph max without Speed Limiter and the Provision speed Limiting function as per AUTHORITY requirements.		
145	289	Part I – General Requirements (2nd Para)	The specifications cover end use-based design, evaluation, fabrication & testing features of electrically propelled air-conditioned (AC) MIDI 9 Meter buses for operations for transportation of passengers mainly in the city of Navi Mumbai. The bus design should be energy efficient, environment friendly, safe, efficient and reliable besides meeting all statutory, CMVR, legal and other requirements including UBS-II, as also those related to easy passenger accessibility including for persons with disabilities (PW Ds), passenger comfort, driver's work place, internal and external aesthetics, ease of repair and maintenance etc.	Kindly Request to Confirm whether Wheel Chair is Required or not	Wheel Chair is not required.
146	290	PART II	PART II – Specifications of Fully Built Pure Electric Air conditioned (AC) MIDI 9 Meter NON-BRTS,8800- 9200 mm	Overall length (over body excluding bumper): 8800-9400mm	Overall length (Over body excluding bumper) - 8500 -

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			long, 400-900mm Floor Height based on UBS II, CMVR, Bus code-AIS 52 and AIS 049.		9400 mm or AS per CMVR
147	291	PART II	13. Bus characteristics a. Overall length (over body excluding bumper): 8800-9400mm		
148	291	3. Battery pack	2. Power consumption ≤ 0.85 kWh per km	Power Consumption: AIS 039	Power consumption of bus ≤ 1.0 kWh per km.
149	291	13. f. Seat materials	As per AIS:023, Seats with luxury at seat & back	Please clearly define Seat materials & Type of Seats	Type I seats with cushion at seat and back shall be as per AIS 023 or Plastic moulded cushion (PPLD) seats.
150	238	SCHEDULE- E (See Clause 13.5) TESTS 1 Tests	Length Bus: Bus has to run Min. 240 km in a day within two shifts and maximum 75 minutes opportunity charging. Range in single charge will be above 160 km with 80% SoC for trial purpose only or CMVR certificate/ Type Approval from competent Authority regarding range in single charge will be consider at the time of proto inspection	75 Mins - only vehicle charging time to be considered	RFP/Tender condition prevails.
151			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 - a) CESL recognizes concerns from OEMs and potential investors/bidders, and industry, around the financial health of STUs/STCs and the resultant risk of payment default to the Bidder. In response and to support the development of an ecosystem for electric buses and public transport, CESL has submitted a proposal to MoRTH for the creation of a payment security fund to protect Bidders/contractors in the unlikely event that STCs default on their payments. At the time of writing this Tender, such payment security fund – called PRAPT or Payment Reserve for Advancing	RFP/Tender condition prevails.

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				Public Transport – is under consideration by MoRTH and other agencies of the Government of India. Once finalized and operational, Bidders/Contractors may approach MoRTH or CESL since they would be eligible to benefit from PRAPT or any other payment security fund in place at the time.	
152			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”	RFP/Tender condition prevails.
153				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/Tender condition prevails.
154				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.	RFP/Tender condition prevails.
155				Request Authority that in case bus damage due to	RFP/Tender condition

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				vandalism necessary repair time to be provided to operator and for such time period no penalty shall be levied on operator.	prevails.
156				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/Tender condition prevails.
			Evey Trans Pvt Ltd (Olectra)		
157	12	Clause No-1.2(j)	The Operator will have to pay for cost of electricity consumed in charging of Electricity Buses. However, as per guidelines for 9M bus consumption is 85 Kwh/100 km (i.e. 0.85 kwh/km). Excess consumption of electricity will be recovered from operator. If Authority paid electricity charges same will be deducted from payment of Operator	The Operator Authority will have to pay for cost of electricity consumed in charging of Electricity Buses. However, as per guidelines for 9M bus consumption is 85 100 Kwh/100 km (i.e. 0.85 1.0 kwh/km). Excess consumption of electricity will be recovered from operator. If Authority paid electricity charges same will be deducted from payment of Operator	Power consumption of bus ≤ 1.0 kWh per km.
158	13	Clause No-1.2(o)	The Operator Agreement shall remain in force for a period of Twelve years (12 years), subjected to condition assessment of buses after Eight years (8 years) from Commercial Operations Date (COD), the inspection may be required to be carried out by a Third Party Inspection Agency appointed by the Operator acceptance to the Authority and appointed in consultation with the Authority	The Operator Agreement shall remain in force for a period of Sixteen years (16 years) Twelve years(12 years) , subjected to condition assessment of buses after Eight years (8 years) from Commercial Operations Date (COD), the inspection may be required to be carried out by a Third Party Inspection Agency appointed by the Operator acceptance to the Authority and appointed in consultation with the Authority	RFP/Tender condition prevails.
159	13	Clause No-1.2(p)	NCAP Subsidy: Delivery of Buses – 40%	Release of 40% of Subsidy shall be for the Lot wise delivery of Vehicles.	Suggestion Accepted.
160	13	Clause No-1.2(q)	q)Schedule-A of the Bus Operator Agreement comprises technical specifications of the Bus. The Bidder shall submit, along with the bid, Bus Specifications as per format asked demonstrating that it is meeting the specifications provided.	Kindly request you to consider OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard	RFP/Tender condition prevails.

Sl. No.	Page No.	Clause no	Clause Mentioned in RFP/tender document	Suggestion of Interested Bidders	NMMT Clarification / Decision/Corrigendum
			It shall also provide Bus Type Approval certificate including Homologation Certificate by approved such Institutions such as CIRT/ARAI/ICAT. Additionally it shall also provide any certification that it has obtained from its vehicles or parts tested at reputed institutes like Central Institute of Road Transport, Pune/Central Power Research Institute, Bangalore/ARAI or at any other Govt. recognized/reputed Institute/Laboratory.	electric bus (100% battery operated) from the designated testing center in India. i.e., CMVR type approval of at least one model of electric bus.	
161	19	Clause No- 2.5	Earnest Money Deposit (EMD)/ Bid Security:-The bidder shall furnish as part of its Bid, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his bid as per the given format. An Earnest Money Deposit of Rs 50,00,000/- (Rupees Fifty Lakhs only) shall be paid through e-tendering portal ICICI bank payment gateway (Net banking/NEFT/RTGS)/Bank Guarantee/ Demand Draft will not be accepted for bid submission process.	Earnest Money Deposit (EMD)/ Bid Security:-The bidder shall furnish as part of its Bid, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his bid as per the given format. An Earnest Money Deposit of Rs 50,00,000/- (Rupees Fifty Lakhs only) shall be paid through e-tendering portal ICICI bank payment gateway (Net banking/NEFT/RTGS)/Bank Guarantee from Nationalized/Scheduled Bank Bank Guarantee/ Demand Draft will not be accepted for bid submission process.	RFP/Tender condition prevails.
162	26	Clause No- 5.1	In case of the Bidder being a Consortium, pursuant to the provision of the RFP, it shall form a Special Purpose Vehicle (SPV) in order to execute the Project. The SPV shall be in form of a Private Ltd Company under Indian Companies Act 2013. The Lead Member shall be required to hold minimum 51% of the paid equity of the SPV throughout the Contract Period while non lead member shall maintain at least 10% stake in the SPV during the Contract Period. However, SPV formation for OEM will be optional and not mandatory.	In case of the Bidder being a Consortium / Single Entity, pursuant to the provision of the RFP, it shall form a Special Purpose Vehicle (SPV) in order to execute the Project. The SPV shall be in form of a Private Ltd Company under Indian Companies Act 2013. The Lead Member shall be required to hold minimum 51% of the paid equity of the SPV throughout the Contract Period while non lead member shall maintain at least 10% stake in the SPV during the Contract Period. However, SPV formation for OEM will be optional and not mandatory.	Suggestion Accepted
163	26	Clause No- 5.1	(iii) The OEM shall have a Minimum Average Annual Sales Turnover (MAAT) of last 3 (three) Financial Years more than	(iii) The OEM shall have a Minimum Average Annual Sales Turnover (MAAT) of last 3 (three) Financial Years more	RFP/Tender condition prevails.

Sl. No.	Page No	Clause no	Clause Mentioned in RFP/tender document	Suggestion of Interested Bidders	NMMT Clarification / Decision/Corrigendum
			INR 100.00 Crores. OEM shall submit the Certificate of Chartered Accountant as per the Annexure attached, in this regard	than INR 100.00 400.00 Crores. OEM shall OEM shall submit the Certificate of Chartered Accountant as per the Annexure attached, in this regard	
164	26	Clause No- 5.1	The bus operator should have minimum operation of 25 electric buses or 50 Diesel/CNG/alternate fuel/hybrid buses in India OR outside India for at least six months in last 7 financial years including 2022-23.	The bus operator should have at least one Project reference minimum operation of 25-100 electric buses or 50 Diesel/CNG/alternate fuel/hybrid buses in India OR outside India for at least six months in last 7 financial years including 2022-23, as on bid due date	RFP/Tender condition prevails.
165	26	Clause No- 5.1	A qualified Original Equipment Manufacturer (OEM) or its Associate /Operator (With OEM consent letter) / can bid as Single Bidder. Also OEM can give multiple consent letters to Bus Operators.	A qualified Original Equipment Manufacturer (OEM) or its Associate /Operator (With OEM consent letter) / can bid as Single Bidder. Also OEM can give multiple consent letters to Bus Operators.	RFP/Tender condition prevails.
166	27	Clause No- 5.1	The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 30 crores for last 3 Financial Years as per Auditor's certificate.	The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 30 20 crores for during for 3 years out of last 5 Financial years last 3 Financial Years as per Auditor's certificate.	RFP/Tender condition prevails.
167	30	Clause No- 5.2	Technical proposals of only those firms, who have been pre-qualified, shall be qualified for further evaluation. Bidder should offer minimum 160 km in bus Single Charge Range with 80% SOC	Technical proposals of only those firms, who have been pre-qualified, shall be qualified for further evaluation. Bidder should offer minimum 160 180 km in bus Single Charge Range with 80% SOC under actual on road traffic conditions of NMMT	RFP/Tender condition prevails.
168	36	7.4	The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Navi Mumbai in accordance with applicable law, and submit the same in two copies duly stamped and executed within fifteen (15) days from the dispatch of Letter of Award	The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Navi Mumbai in accordance with applicable law, and submit the same in two copies duly stamped and executed within fifteen (15) Thirty (30) days from the dispatch of Letter of Award	RFP/Tender condition prevails.
169	37	7.6	Before signing of the Bus Operator Agreement, the Successful bidder(s) shall furnish Performance Security i.e. Rs. 50,000/- per bus in the form of Bank Guarantee (As per format provided in the Annexure) on reduction at 8.33% per annum basis in favor of "Navi Mumbai Municipal Transport	This Bank Guarantee shall be valid initially for 3 (three) year and thereafter valid & effective during the Agreement Period by renewing its validity three (3) months prior to its expiry. The Bank Guarantee shall be extended further till the completion of Contract Period.	Performance Bank Guarantee can be renewed every year before expiry.

Sl. No.	Page No	Clause no	Clause Mentioned in RFP/tender document	Suggestion of Interested Bidders	NMMT Clarification / Decision/Corrigendum
			Undertaking (NMMT)" 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		
170	232	7.6	Maximum capping of the penalty will 5% of gross Annual payment to the Bus operator	Maximum capping of the penalty will 5% 3% of gross Annual payment to the Bus operator	RFP/Tender condition prevails.
171	150	22.4.4	Payment for Unused Kilometers:Yearly Assured Payment Amount = 0.50 x (Tm – Ta) x Applicable Kilometer Charge	Payment for Unused Kilometers:Yearly Assured Payment Amount = 0.50 1.00 x (Tm – Ta) x Applicable Kilometer Charge	RFP/Tender condition prevails.
172	95	4.13	The Conditions Precedent required to be satisfied by the Operator within a period of 120 (one hundred and twenty) days from the date of this Agreement shall be deemed to have been fulfilled when the Operator shall have:	The Conditions Precedent required to be satisfied by the Operator within a period of 120 (one hundred and twenty) 180 (one hundred and Eighty) days from the date of this Agreement shall be deemed to have been fulfilled when the Operator shall have:	RFP/Tender condition prevails.
173	121	13.9	2.Delivery of 1st Lot of 49 Buses-Within 90 days from date of Proto Approval	2.Delivery of 1st Lot of 49 Buses-Within 90 120 days from date of Proto Approval	RFP/Tender condition prevails.
174	151	22.4.4	Payment for Excess Kilometers:-Assured Payment Amount for Excess Kms = 0.70 x (Ta – Tm) x Applicable Kilometer charge	Payment for Excess Kilometers:-Assured Payment Amount for Excess Kms = 0.70 1.00 x (Ta – Tm) x Applicable Kilometer charge	RFP/Tender condition prevails.
175	160	27.3	The Authority shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month	The Authority Operator shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month	RFP/Tender condition prevails.
176	99	5.16.i	Transfer or hand over the Maintenance Depots (Civil and immovable infra established by Operator) to the Authority upon Termination of this Agreement, in accordance with the provisions thereof.	Transfer or hand over the Maintenance Depots (Civil and immovable infra established by Operator) to the Authority upon Termination of this Agreement, in accordance with the provisions thereof. After completion of Contract Period, All movable assets including Buses, chargers, tools, equipment and other electric equipment shall	RFP/Tender condition prevails.

Sl. No.	Page No	Clause no	Clause Mentioned in RFP/tender document	Suggestion of Interested Bidders	NMMT Clarification / Decision/Corrigendum
177	233		Completion of Contract Period:-After the completion of the contract period of 12 years following actives to be carried out a) Bus operator will peacefully vacate the depot premises and handover the premises to the Authority b) Since the contract is on BOOT basis al Fixed infrastructure such as Chargers, and any other permanent installations established by the bus operator will be handed over to the Authority at the depreciated cost. c) The buses will be handed over to the Authority at the depreciated cost if authority agrees. d) The moveable equipments will be collected by the Bus operator however if Authority desires to retain the equipments same will be handed over to Authority at deprecated cost	be taken away by the Operator After completion of Contract Period, All movable assets including Buses, chargers, tools, equipment and other electric equipment shall be taken away by the Operator	RFP/Tender condition prevails.
178	289	12	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 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,	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. Additionally, details / drawings of mounting / fastening bus body to chassis1 can be provided during prototype inspection only specifically bringing out whether bus body would be welded and integrated to chassis or fastened using fasteners along with applicable mechanism system /arrangement.	RFP/Tender condition prevails.

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			safety mechanisms, etc with appropriate colour code etc would be supplied with the bid / during proto inspection.		
179	291	3	Motor/s capacity: As per OEM spec	Motor/s capacity: 150 KW (minimum)	RFP/Tender condition prevails.
180	291	8	Braking system: As per CMVR	Braking system: As per CMVR Disc Brakes with ABS System (at front and rear end)	RFP/Tender condition prevails.
181	291	13f	Seat materials-As per AIS:023, Seats with luxury at seat & back	Request to provide more details about the type of seat requirement	Type I seats with cushion at seat and back shall be as per AIS 023 or Plastic Roto moulded cushion (PPLD) seats.
182	291	3(8)	Safety: Short circuit /over temperature/lightening protection mandatory	Safety: Short circuit /over temperature/lightening protection-mandatory	RFP/Tender condition prevails.
183	291	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 AIS052/CMVR:	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 AIS052/CMVR:	RFP/Tender condition prevails.
184	292	Schedul-S	160 KM on single charge range with 80% Soc Passengers, GVW and AC		160 KM on single charge range with 80% Soc Passengers, GVW and AC. Battery to be used in mobility application upto 80% SoH. OEMs to replace battery when, SoH falls below 80%.

Prepared by

Executive Engineer

Transport Manager

Annexure -1

Annexure 6 Anti Blacklisting certificate

{Notarization is required}
Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not
blacklisted (On a Stamp Paper of relevant value)
[All Consortium Member should provide in case Bidder is a Consortium]

Anti-Blacklisting Certificate

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s or our firm as well as our Associate (*insert "Associate" in case Bidder is taking credit for meeting qualification criteria*) as defined in clause 5.2 (C) are not barred or blacklisted by any state government or central governments / department / Local Government agency in India or similar agencies from foreign countries from participating in Project/s, either individually or as member of a Consortium as on ____ (Bid Due Date).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of, (Year).

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

SCHEDULES	
SCHEDULE-A SPECIFICATIONS AND STANDARDS	
SCHEDULE -B APPLICABLE PERMITS	
SCHEDULE-C DESIGN AND DRAWINGS	
SCHEDULE-D.....NA	
SCHEDULE -E: TEST	
SCHEDULE-F : DEPLOYMENT PLAN	
SCHEDULE-G, H & I	NA
SCHEDULE-J: SAFETY REQUIREMENTS	
SCHEDULE-K : MAINTENANCE DEPOTS EQUIPMENT	
SCHEDULE-L: ESCROW AGREEMENT	
SCHEDULE-M : PASSENGER CHARTER	
SCHEDULE-N : STAFFING QUALIFICATIONS	
SCHEDULE-O: DATA MONITORING SYSTEM	
SCHEDULE-P VESTING CERTIFICATE	
SCHEDULE-Q : SUBSTITUTION AGREEMENT	
SCHEDULE-R : STATEMENT OF INPUT COST	
SCHEDULE-S: Technical Specification of Buses	

SCHEDULE-P

(See Clause 33.6)

VESTING CERTIFICATE

1. The (the “Authority”) refers to the Contract dated*** (the “Contract”) entered into between the Authority and (the “Operator”) for(hereinafter called the ‘Project’).
2. The Authority hereby acknowledges compliance and fulfilment by the Operator of the handback requirements set forth in Article 33 of the Contract on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Operator in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.
3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Operator to rectify and remedy any defect or deficiency in any of the Handback requirements and/or relieving the Operator in any manner of the same.

Signed this *** day of ***, 20** at

AGREED, ACCEPTED AND SIGNED

For and on behalf of OPERATOR by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority by:

(Signature)

(Name)

(Designation)

(Address)